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The Solicitors' Journal.

LONDON, MAY 25, 1867.

THE PRIVILEGES of the Inner Bar have lately formed the theme of some important remarks in one of our Irish contemporaries; induced, we presume, by the expression of intention on the part of the Lord Chancellor in *Kelly v. Campion*, which we lately noticed.* From these remarks we gather two things: First, that the relative positions of the Inner and Outer Bar are not so clearly defined in Ireland as in England; and, secondly, that the question has received much more judicial attention and control in that country than in this.

Except in the Court of Admiralty, where, we believe, the practice which prevailed amongst the Fellows of the College of Advocates, before the introduction of Q.C.'s or stuff gownsmen into the Court, has not been yet entirely eradicated, we believe that such an occurrence as that which called forth Lord Chancellor Brewster's reprobation is perfectly unheard of in England. Our contemporary says that "many eminent members of the Inner Bar" thought it "consistent with their professional dignity" to act as equity draftsmen, and it appears from the case above-mentioned that, notwithstanding the decision to the contrary of a general meeting of the Irish Bar some two or three years ago, some (or at least one) of them still retain that opinion. We do not believe that any Q.C. in England would ever think of doing such a thing.

That many Queen's Counsel find that the result of their advancement has been the loss of lucrative business of one kind without any corresponding increase of another kind, we do not deny; but it would be as absurd to put this forward as ground for excusing them from the disabilities imposed by their advancement, as if a quondam solicitor who had "migrated" to the Bar, were to claim to be allowed to continue to do the proper work of a solicitor on the ground that he was not receiving enough fees to put him in as good a pecuniary position as that he had left. It is clear that, in each case, the advantages and drawbacks of the change of position must be taken together.

Our contemporary declines to consider "the abstract justice or injustice" of the rule in question. To us, both its justice and expediency appear unquestionable. Its justice, as against the Queen's Counsel, cannot be denied, for they are purchasers with notice; nor yet as against the client, who is not forced to employ leading counsel unless he pleases, and who has no more right to complain that he cannot get out of a Queen's Counsel the work of a draftsman than a master builder would have if his plasterers were to refuse to work for him as bricklayers, or his bricklayers as hodcarriers.

Of its expediency also we entertain no doubt. The rule is beneficial to the leaders of the Inner Bar, who thus acquire an immunity from the less lucrative and more laborious part of their professional duties, and leisure to devote themselves with more undivided attention to the higher walk of advocacy; to the Outer Bar, who are secured against a complete monopoly of all the income of the profession by the Queen's Counsel; to the public, who are interested in the perpetual maintenance of the Bar as a body, which can only be effected by a constant, regulated, course of gradual promotion; and to the solicitors, who are enabled the more readily to take advantage of that division of labour which is so invaluable a principle in all human associations. It injures no one, and it does not even press hardly upon any but a few men who, having been deceived as to their own position or powers, ought not to be indemnified (any more than others) against the natural results of their own misplaced ambition.

Since these remarks were written our attention has been called to the case of *Connolly* v. *Connolly*, in which, in answer to an objection made by Mr. Phillips, on behalf of the junior Bar, on the ground that the appeal had not been signed by junior counsel, Lord Chancellor Brewster is reported to have said that "the pleadings must be signed by junior counsel. An appeal, however, was not a pleading." And Lord Justice Christian is said to have expressed an opinion that "in analogy to courts of law, where new trial motions must be signed by the leading counsel, and not by the junior, so here the petitions of appeal must be signed by the leading counsel."

The objection of Mr. Phillips was consequently overruled.

It further appears from the report in question that Mr. Phillips was not one of the counsel engaged in the case, and we are therefore at a loss to see what right he had, as *amicus curiæ* or otherwise, to interfere. It does not appear that he is the father or the junior of the Outer Bar, and no one else could *ex officio* act as their advocate before the judges. The proper person to have interposed would have been the junior counsel for the appellants.

But though we are inclined to think that the Court was right in disregarding Mr. Phillips' unauthorised interposition, in a case where neither the junior who ought to have signed the document in question, nor the recognised spokesman of the Outer Bar, took any objection to the course adopted, we must most respectfully dissent from the reasons given by their lordships for their decision. The true rule, as we understand it, is that no *draft* can be settled by a Queen's Counsel except in consultation with a junior, and that such draft when settled should, if it require the signature of counsel, be signed by both, or at all events by the junior; and we never heard of any limitation of this rule. It is as utterly against professional propriety for a Queen's Counsel to settle and sign a conveyance as a declaration; and we are at a loss to see how a petition of appeal stands in any different position. If it be not contrary to the usage of the profession for a Queen's Counsel to sign an appeal, why is it that petitions of appeal to the House of Lords, and the cases of the respective parties to such appeals, are invariably signed by junior counsel, although, in the great majority of instances, only Queen's Counsel are actually heard at their Lordships' Bar? The analogy referred to by Lord Justice Christian is really no analogy at all; because new trial motions are always settled by the attorney, and counsel has nothing to do but to sign; but the case of a petition of appeal, which is, or ought to be, always drawn and settled by counsel, is totally different.

We think, however, that the whole question is one for the Bar, and if the Bar in Ireland be so overborne by the enormous superfluity of Queen's Counsel there, that the juniors are not strong enough to maintain their immemorial privileges without the assistance of the Bench, *tant pis pour eux;* we should have supposed that a general meeting of the Bar, with an appeal, if necessary, to the Benchers of the King's Inns, would have been the proper course to take to abate any abuse.

A POINT OF PRACTICE with regard to fees to counsel, which deserves a passing notice, was recently decided in the Court of Queen's Bench. A case, *Hughes* v. *The Birkenhead Improvement Commissioners*, coming on for argument *in banc*, was ordered to stand over till the de-

* 11 Sol. Jour. 631.

cision of *Coe* v. *Wise*, in the Exchequer Chamber, which case was, in its turn, standing over for the decision of *The Mersey Docks* v. *Penhallow*, in the House of Lords. Refresher fees were allowed by the taxing master for each term during which the case stood over, and a rule was obtained calling on the master to review his taxation in this respect. The Court, after argument, made the rule absolute, Cockburn, C.J., remarking—"When a cause is so circumstanced as that it cannot by possibility come on, and the counsel retained knows that it cannot come on, and that his services certainly will not be called into requisition, refresher fees ought not to be paid;" and Blackburn, J., saying that to allow refreshers where a cause is so "hung up," would be simply a waste of the client's money.

THE THIRTY-FIFTH anniversary dinner of the United Law Clerks Society takes place on Friday, the 14th of June, at the Freemason's Tavern. Vice-Chancellor Sir Richard Malins in the chair. The claims of this excellent institution are so well known and appreciated that they require no advocacy in our columns. We trust that Vice-Chancellor Malins will be as well supported on this occasion as other learned judges have been in times past.

THE INCREASE OF SOCIAL COMPLICATIONS has given rise to many cases in which an embarrassing question has arisen between the rights of private individuals and the advantage or convenience of the community at large, or of large sections of it. In railway cases of a certain class antagonistic considerations of this description have frequently presented themselves, particularly in cases where the contention has been raised by creditors in respect of unpaid purchase money. In the case of *Raphael* v. *The Thames Valley Railway Company*, 15 W. R. 322, Lord Chelmsford reversed a decision of the Master of the Rolls in a case (of another description) in which Lord Romilly had allowed the consideration of public convenience to outweigh a private right, and the result of this appeal justified the opinion we had ventured to express of the decision in the Rolls Court.

Another class of cases, in which the conflict between private rights and the public interest arises, consists of what may be termed "sewage cases"—cases in which a bill in equity is filed to restrain a local board of health, or some other body, from discharging sewage into a stream. In the recent case of *Lillywhite* v. *Trimmer*, 15 W. R. 763, which was a case of this kind, Vice-Chancellor Malins enunciated what, in his opinion, were the principles upon which such cases should be decided. His Honour said "that however desirable public improvements might be, if you could not effect them without interfering with private rights, private rights must prevail, and those who desired such improvements must effect them as best they could;" but that, on the other hand, important public objects such as drainage were not to be overlooked, and that, unless "material private injury" were proved, he should refuse an injunction in such cases. His Honour's remarks are quite in accordance with previous decision upon the subject. It cannot, however, be denied that, as country localities are built over and densely populated, cases of this class must have a tendency to multiply, and though the course to be followed by the Court may be clearly pointed by precedent, serious ulterior questions must, some time or other, arise. Rapidly-growing towns and spreading suburban districts must have drainage of some kind and in some direction, but what if "material private injury" interposes? Deodorising plans do not seem to work over well, and schemes for conveying sewage away to be used as manure, excellent as such a procedure must necessarily be, are hampered by the difficulties attendant on the dealing with sewage in such enormous quantities. If some plan were devised by which the "nuisance" complained of in *Goldsmid* v. *Tunbridge Wells Improvement Commissioners*, 14 W. R. 562, and kindred cases, could be dealt with and conveyed away inoffensively without being massed together in common sewers, that would be a way of cutting the Gordian knot which may hereafter present itself and demand to be untied. The subject is not an agreeable one, but its importance warrants the space we have allowed it to occupy.

DURING THE COURSE OF A TRIAL in the Court of Exchequer which took place on the 30th ult., it transpired that certain police regulations are in force which prevent a person taken into custody from being allowed to have a cab to the station notwithstanding he may be willing and able to pay for it, unless special instructions permitting him to be so accommodated have been given by the inspector. Mr. Baron Channell observing upon this regulation said that it "deserved very serious consideration."

Probably the object of this rule is to prevent any prisoner having an extra opportunity of escaping by the connivance of a cabman or otherwise; but in order to guard against this remote contingency, an accused person is at once by this rule put in the position of a criminal, and we say this advisedly, for what can tend more to prejudice any one in the eyes of casual passers by than to see him in the custody of a policeman? It must frequently happen that persons are taken into custody respecting whose guilt or innocence a doubt exists, and in strict law this is always so before trial and conviction, and if any one taken in charge wishes to be concealed from the public eye he ought to be allowed at his own request to pay for a conveyance. Again we would ask, in the majority of cases can special instructions be issued permitting a person taken into custody to have the accommodation of a cab? When a constable sees or thinks he sees a respectably dressed man attempt to pick pockets he has no special instructions with him to allow that man when in custody to pay for a cab to the station; but policemen are sometimes mistaken, and it may be a hardship for a respectably-dressed man to be taken away on foot, in custody, before a crowd of people.

The *Yorkshire Post* of last week gives an account of a public meeting recently held at Sheffield for the purpose of "considering the case" of one Samuel Clarke. It was stated that this man had been unable to work for several months in consequence of the illusage he had received from certain detective officers, who entered his dwelling at eleven o'clock at night, forced him out, thrust him into a cab, beat him on the head, injured his arm and wrists, &c., &c., and, on finding he was innocent, and the wrong man, made him pay four and sixpence for the cab fare before they would release him. It seemed that Clarke had recently entered upon the house formerly occupied by the person sought to be apprehended, and hence the mistake.

Looking at the two cases by the light of each other, it certainly seems rather hard that one man should not be allowed to go to the police station in a cab, although willing to pay for one, while another man is compelled to pay the hire of a vehicle into which he was forced against his will. There seems no mistake about what was mentioned the other day at Westminster, and commented on by Baron Channell. Let us hope that the case referred to in the columns of our Yorkshire contemporary has in some way been mis-stated, for, taken together, these modern facts and instances exhibit an inconsistency of injustice which bears hard even upon a suspected person

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THE CASE OF *Redhead* v. *The Midland Railway Company*, in which the Court of Queen's Bench delivered judgment on Wednesday, the 15th inst., raised an important point with respect to the liability of railway companies for a certain class of accidents to passengers. The jury had in effect found that the injury of which the plaintiff complained was caused by the breaking of a

wheel tire, in which there was a latent defect not discoverable by the ordinary methods of examination. Under these circumstances the question arose upon a motion for a new trial whether the company were liable. On the one hand, it was argued that there was an implied warranty by the company that their vehicles were roadworthy; on the other, that the company were only bound to exercise proper care to provide roadworthy vehicles. Mr. Justice Blackburn held the former opinion, and Mr. Justice Mellor and Mr. Justice Lush the latter. Consequently the result was in favour of the company. A perusal of the elaborate judgments delivered shows that the case is one remarkably devoid of distinct authority in our courts, although in America it appears to have been decided according to the view taken by the majority of the Court. If the plaintiff should take the case to the Exchequer Chamber (which, with the opinion of Mr. Justice Blackburn in his favour, he probably will) the arguments will turn in an unusual degree on principles and the analogy to the law on other points, and the judgment will accordingly be an interesting one.

In such a case the question what the law ought to be will natually be of more importance than usual in determining what it is. We cannot help thinking that upon this point the interests of railway possengers and railway companies are really identical, and that both will be best served by the present judgment being affirmed. Inasmuch as a carefully-constructed carriage, carefully examined before starting, will not usually break down, the case comes within the rule laid down in *Scott* v. *the London Docks*, in the Exchequer Chamber, and proof of an accident by the breaking down of a carriage would be sufficient *prima facie* evidence of negligence, so as to throw on the company the burden of proving, to the satisfaction of the jury, that the nature of the defect was such that its nondiscovery did not import negligence. It would, therefore, be only in very clear cases that the companies would escape paying damages on this account; while, at the same time, the possibility of their so escaping when they could prove proper precautions had been taken, would be likely to make such precautions usual, and to prevent the happening of the far more numerous class of accidents, the causes of which are discoverable beforehand.

On Tuesday, the 28th, comes on the Hon. George Denman's motion for the abolition of the Attorneys' and Solicitors' Certificate Duty. The profession are under great obligation to Mr. Denman for the persevering manner in which he has advocated their claims.

The resumption of the progress of Lord Chelmsford's bill for the reconstitution of the Courts of Admiralty, &c., has revived the discussion on the question of new common law judges which not long since raged so fiercely. We promised, on a former occasion, to take an opportunity of giving our views on this subject at some length; and although circumstances have hitherto prevented us from carrying out our purpose, we have not abandoned the design. For the present, however, we desire, without entering into that question, to express, as shortly as we can, our objections to this particular scheme, which has no merit that we can see, except that (if it be a merit) of providing judges for the formation of a new circuit at the smallest possible expense.

On the other hand, the multiplication of courts of limited jurisdiction is a serious evil. Many have thought the creation of the Court of Probate and Matrimonial Causes, a step in the wrong direction. Then the appeal, limited by the Acts in the majority of cases to the full court, would always be to the same judges—a great objection to a court of ultimate appeal, as tending to fix the crotchets of individuals (and what judge is without his crotchets?) in the body of the law, whereas the fluctuating nature of the present courts of highest appeal, while not sufficient to produce practical uncertainty is enough to prevent any single mind, however powerful, from making itself supreme.

We believe that the work could be so arranged that the present staff of judges could get through it all with less work than they have now to do; but if that should not be so, the proper time for increasing their numbers would be when the improved plan of distribution of their labours had been tried and failed. No voice would then be heard to object to the increase.

Another heavy misrepresentation case has been decided by the House of Lords, and this time the decision involves more than an affirmation or digest of principles previously laid down. In *The Western Bank of Scotland* v. *Addie*, a short account of which will be found in another column, Lord Chelmsford ruled that where a shareholder of a company is induced by a fraudulent report to subscribe for additional shares, the misrepresentation is a ground for rescission of such a contract, and that he is not be held as having, as a member of the company, made the false statement to himself. This conclusion has previously been hinted at, but not authoritatively laid down. The question so much discussed in past years, whether false statements in a report addressed to shareholders will upset a contract entered into by a person who was not previously a shareholder, is still undecided. Lords Westbury, St. Leonards, and Cranworth have in past times thought that in such a case the purchaser would be entitled to rescission. Lord Chelmsford and Lord Justice Turner appear to have held the contrary opinion.

In another respect the late decision of the House of Lords, and the manner in which the case was put by Lord Chelmsford are of considerable significance at the present juncture.

Lord Chelmsford said that Mr. Addie's application came too late, and appears to have rested this opinion, not on the reception of a dividend by him, or, indeed, upon any strict ground of acquiescence, but upon the fact that before Mr. Addie's proceedings against the company were commenced, the company had begun winding-up, his Lordship's principle being, that the Court should not rescind such a contract where the parties can no longer be replaced each in *statu quo*. The significance of this to the unfortunate shareholders in Overend, Gurney, & Co. is obvious, and needs no comment.

The mention of Overend, Gurney, & Co. brings us upon an unpleasant subject. The *Money Market Review*, a publication with which we have had to find fault before for a similar offence, writing last week upon the late decision in *Kisch* v. *The Central Railway Company of Venezuela*, makes the following statement:—"It [the decision] has finally settled and determined all the points involved in the case in question; but it does more—much more—than that, for it virtually settles and determines all the points involved in the appeal of the shareholders in Overend, Gurney, & Co., and a number of other analogous cases." When it is remembered that the decision in the Venezuela case was simply a decision between shareholder and company, and not between shareholder and creditor, and is irrelevant to the creditor and shareholder contention, such language as that which we have quoted from the *Money Market Review* needs no comment. The shareholders in Overend, Gurney, & Co. are doubly unfortunate, for in addition to their unhappy position, they have been constantly bewildered by mis-statements of their legal position, sometimes on one side, sometimes on the other, but equally misleading. We have endeavoured to see fair play as far as we could by correcting such errors. It has not before, however, been our lot to read in the pages of any contemporary a statement so deserving of marked disapprobation as that which we have just reprinted from the *Money Market Review*. It was wrong to say, as some papers did nearly twelve months ago, that the shareholders had no chance whatever. But it is not only wrong, but cruelty itself, to buoy up their hopes now by telling them that the case has been decided in their favour by a decision which is in fact irrelevant. It is

justice to add that others of our city contemporaries, the *Bullionist*, for example, in commenting on the decision in the Venezuela case, have taken care to point out the limits of its application.

THE BANKRUPTCY and Imprisonment for debt Bills are now reprinted with the alterations they have respectively received in committee. In several respects the administration in bankruptcy is now to be assimilated to the Scotch system. The accountant in Bankruptcy (whose office which is now to be retained instead of ceasing with the first vacancy, as provided by the Act of 1861) will have to audit the accounts of the trustees of bankrupts' estates, and the trustees in each case will be required to preserve minutes of the proceedings at the creditors' meetings. In addition to those alterations the power of the Court of adjudicating on questions of reputed ownership, and upon adverse claims to property to which the bankrupt is *prima facie* entitled, receives some extension. Where the sum due in respect of a dividend is small and the creditor dies without having received it, payment may be made without the necessity for probate or administration; the trustee is also left to his own discretion as to the expediency of suing for sums under £20. The creditors, instead of the Court, are to fix the bankrupt's maintenance allowance, the Court, however, may interfere in cases of hardship; the remuneration of the trustee also is now to be settled by the creditors, instead of by the Court. There are also some alterations as to the mode of filling up vacancies in the offices of judge and registrar, and determining the compensation to be paid to the holders of offices which are to be abolished. There are numerous alterations besides these, some merely in matters of detail, some of more importance, which we cannot now specify.

While the subject of bankruptcy has been engrossing public attention in England, the Congress of the United States has enacted a new general bankruptcy law, vesting the general jurisdiction in the district courts, subject to appeals and writs of error to the circuit courts. The special officers in charge of bankruptcy proceedings are to be nominated by the Chief Justice of the United States. This latter provision appears not to have been received with unqualified approbation, and the *American Law Magazine* says, "nothing more objectionable or more repugnant to our institutions could be well devised than to make the Chief Justice an extreme dispenser of public patronage.

WE ARE EXTREMELY SORRY to see the paragraph which the *Law Times* printed yesterday upon the subject of the "Devil's Own." The *Law Times* exults over a paragraph in the *Pall Mall Gazette* stating that "since Colonel Brewster's death a collapse has been imminent in the Inns of Court corps, chiefly through the neglect and inefficiency of its officers;" this the *Law Times* hails as a "reiteration" of a statement of its own, made a few months ago. It is not the fact that a collapse in this corps is impending "chiefly through the neglect and inefficiency of its officers," but however that might be, we wish to remark that the former statement of the *Law Times* had reference to the system of drill. We quote the following:—"a new system has been introduced since Colonel Brewster's death, and we are informed that nine officers and a proportionate number of privates have resigned." That statement was, as our contemporary says, "flatly contradicted." The paragraph in yesterday's number misrepresents the nature of the charge previously made and which proved untrue. In another respect, which we do not particularise, but which will be obvious to anyone who reads it, the paragraph in yesterday's *Law Times* is much to be regretted.

The judges of the common law courts will assemble on the 6th of June to choose their summer circuits.

THE DIGEST OF THE LAW COMMISSION.

The report of the Digest of the Law Commission has been published this week. The speed with which the deliberations of the commission have been conducted, shows, at any rate, that there was no real difference of opinion as to the propriety of making some serious effort towards the systematic arrangement of the English law, which has been so well described as

> "That codeless myriad of precedent,
> That wilderness of single instances,
> Through which a few, by wit or fortune led,
> May beat a pathway out to wealth and fame."

There have been, as our readers are aware, two practical suggestions made on high authority of late years in the direction of a digest of the law. One of those suggestions, that of Lord Westbury, was that a digest (in the proper sense of the term) should be made of the existing case and statute law, with a distinct view to subsequent codification, the digest so made receiving a legislative sanction. The other suggestion, which was made by Sir James Wilde in his address on Jurisprudence at York in 1864, was that a digest should be prepared consisting of a systematic re-expression of the existing law, but that such a digest should not receive any parliamentary sanction, but should be simply left to work its own way into the legal system of the country. "I would not," he said, "that the authority of the cases should be necessarily extinguished by the authority of the digest, unless expressly set aside and inconsistent with decisions better approved. I would have all decisions remain of authority, content to await the time when the life shall have passed into their offspring, and they fall away of themselves and pass into a sure decay."

The report just issued amounts to a practical adoption of Lord Westbury's suggestion. The work of digesting, strictly so called (that is, of collecting in a systematic form the existing law) is recommended to be at once commenced, but one of the reasons urged in the report for the adoption of this course is that "such a digest will be the best preparation for a code, if at any future time codification of the law should be resolved on." The terms of the Commission, "to inquire into the expediency of a digest of law, and the best means of accomplishing that object, and of otherwise exhibiting in a compendious and accessible form the law as embodied in judicial decisions," did not perhaps require the Commissioners to investigate the whole question of the expediency of a code as distinguished from a digest. But however that may be they have at any rate adopted the easiest course—the course least open to the hostile criticism or the timid fears of the profession—and they recommend Her Majesty to take steps to secure the framing "of a condensed summary of the law *as it exists*, arranged in systematic order, under appropriate titles and subdivisions, and divided into distinct articles or propositions, supported by references to the sources of law whence they are severally derived, and illustrated by citations from the principal instances in which the rules stated have been discussed or applied." We do not propose to enter into the discussion whether or not, in dealing with a subject like the digest of the law, it is sufficient simply to arrange the existing law, partly because we do not feel clear whether the consideration of this subject formed part of the "instructions" to the commissioners, and partly because in their report they make a suggestion which, if carried out, will go far towards developing their scheme into the larger features of a code. Thus they say, "the persons charged with the framing of the digest might also be entrusted with the duty of pointing out the conflicts, anomalies, and doubts, which in the course of their labours would appear. Thus the process of constructing the digest would be conducive to valuable amendments in the law. These amendments would be embodied in the digest in their proper places." Now, if the digest is to contain new law, it will, in fact, be to that extent a code. We think this suggestion of the commissioners

wise. It has been adopted in every attempt made in modern times towards the formation of a system of law in other countries. Thus in the Prussian codes, in the New York codes, in the code of Lower Canada, and last, though not least, in the Indian code (now in process of formation), the framers have been empowered to suggest changes in the law as well as to arrange and re-express the existing law.

It is obvious, however, that the success of any scheme for the formation of a digest or a code must depend wholly on the persons to whom the work is entrusted. The commissioners are quite alive to this fact, and wisely state at the outset that the undertaking will involve a large expenditure of public money. They recommend the appointment of a number of persons as commissioners, assistant commissioners, or secretaries, at a high remuneration. We think that, in the adoption of this course, the commissioners will be supported by the public voice. If the work is to be done at all it must be done well, and if it is to be done well you must pay good men highly for their labours. There is one point, however, in the report upon this part of the question in which we think the commissioners have been over conscientious. After stating that the work suggested will certainly require a considerable expenditure they add—"We are anxious to avoid any recommendation that would involve the necessity of immediate outlay on a large scale, and we therefore recommend that a portion of the digest, sufficient in extent to form a fair specimen of the whole, should be in the first instance prepared, before your Majesty's Government is committed to an expenditure which will be considerable, and which, when once begun, must continue for several years, if it is to be at all efficacious." We think that in making this suggestion the Commissioners have committed a grave mistake. In the first place it gives the appearance of a want of confidence, on their part, in their own scheme, but in the next place, and this is the more serious objection, it will, we think, have a tendency to prevent Parliament from sanctioning that expenditure without which, we venture to say, the undertaking of this work would be worse than useless. Surely the best plan is to face the matter boldly, under take the work, not by way of experiment but in real earnest, and at once ask Parliament for the means to start it and carry it on with complete efficiency.

There is only one further portion of the report to which we will now refer, and that is the part which relates to the superintending of the execution of the work of the framers of the Digest. The work of superintendence is, of course, less important when you are simply arranging under heads the existing law, referring to the authorities for your conclusions; but as the Digest, when framed, would unquestionably be only the prelude to the formation of a complete code of new as well as old law, the question of superintendence becomes one of first importance. You must have a man or men to undertake what Mr. Austin calls the ethical part of the work—that is, "to conceive justly what would be useful law;" and you must also have the man or men to perform the technical part of the work—that is, "to give expression to the designs of the law giver." The commissioners, with that confidence in their own powers which they are justified in feeling, suggest that the work which they recommend to be done, should be placed under their superintendence. The commissioners are thirteen in number. Now we think it plain that the efficiency of the work of superintendence will be much impaired by the multiplication of superintendents. We should say that the work would be more fitly discharged by the appointment of two persons who should combine the powers, to which we have just referred, of ethical suggestion and technical work. In a commission which includes such men as Mr. Lowe and Lord Cairns, we need be under no apprehension that either of these two most important parts of the digesting or codification of the law will be neglected.

THE BILL TO AMEND THE LAW OF LIBEL.

The bill of Sir Colman O'Loghlen, to amend the law of libel, which is now before the House of Commons, proposes to introduce some important alterations in this branch of our law. The bill contains various provisions for changing, in some respects, the procedure for libel both in civil and criminal cases. But, besides these, there are two very important clauses which, if the bill should be passed in its present shape, will alter materially the existing law. The first of these provides that in any action or prosecution for libel in a newspaper, proof that the alleged libel was a true and fair report of the proceedings at a meeting lawfully assembled for a lawful purpose, open to reporters, and at which reporters were present, and that such report was published *bona fide*, without actual malice, and in the ordinary course of business, shall amount to a defence. This will give to newspapers a much wider immunity from actions for libel than they at present possess. Newspapers are sometimes protected from liability for a fair report of proceedings, as for instance a report of a trial in a court of law, even although the report should be defamatory in its nature and without any foundation in fact. The new bill, however, proposes to extend this privilege very much further by protecting the publication of a true report of the proceedings at any meeting lawfully assembled for a lawful purpose. This is a very salutary provision, and likely to be extremely beneficial to newspapers, without causing any ill effects to the public. It must certainly be for the benefit of the community at large, to know all that is transacted at public meetings, and if so, it is unreasonable to hold, according to the present law, that a journal shall be liable to an action for publishing such matters *bonâ fide* for general information. This proposed alteration only extends to reports of public meetings published "in any newspaper *bonâ fide* without actual malice and in the ordinary course of business." This restriction will effectually prevent the increased privileges proposed to be given by this bill from becoming a weapon in the hands of unscrupulous journalists. The other proposed alteration is of still greater importance. It provides that if any person shall at any public meeting speak any defamatory matter which shall afterwards be published in a newspaper and which if written and published would amount to a libel, and such person shall refuse to make a full apology, he shall be liable to an action of libel as if the words had been originally written and published. In cases therefore where this provision is applicable a person uttering slander will be liable to an action in the same way as if the slander had been written and published. This is the greatest change proposed in this bill. It is the first step towards breaking down the broad distinction that now exists between libel and slander. It is well known that it is *primâ facie* actionable to write and publish of another anything defamatory whether damage is caused thereby or not. In the case of slander, not spoken in relation to the business of the person slandered, and not accusing him of any indictable offence, no action will lie unless damage be shown to have resulted therefrom. If actual damage has been inflicted, then an action may be maintained to recover compensation for such loss, but otherwise no proceedings can be taken, however false and malicious, and however often repeated the slander may be. If reflections are cast upon the chastity of a virtuous woman, no matter how open and deliberate the slander may be, no matter how utterly devoid of all foundation and however maliciously reiterated, no action for damages can be maintained unless some loss or injury have been inflicted which, in the eye of the law, amounts to legal damage. The mere pain and suffering caused by such slander is not such damage. It is usually said that written defamation, being more permanent, is almost necessarily more injurious than that which is spoken. But this is by no means always the case. The speech of a popular orator to a large public meeting, if defamatory, is likely, in nine cases out

of ten, to do much more harm to the person slandered than if the same defamation were contained in a letter sent by the speaker to one of his audience. Yet in the first case no action will lie (subject, of course, to the proposed alteration of the law), but in the second case the writer would not only be liable to an action for damages, but might be indicted and criminally punished for writing such a letter. Sir Colman O'Loghlen's bill proposes to put an end to some extent to this distinction, and we hope that the bill will soon become part of the law of the land. The remaining provisions of the bill refer to matters of detail rather than to any principle, but they seem to have been carefully considered, and although they are open to criticism in one or two particulars, are yet, on the whole, such as will tend most materially to improve our present law of defamation.

THE STATE AND THE RAILWAYS.

The condition to which the financial affairs of some of our great railways are reduced has long called for legislation which shall have the effect of putting them on a more secure basis than they have hitherto occupied. In a series of articles of Railway Insolvency, we not long ago, stated at length, our views as to the course such legislation should take, and it is not at present proposed to re-open the question. In a series of articles published last year on Railway Legislation,* we attempted to lay before our readers, in a general way, the claims of the State as against the railways, and the views of Mr. Galt, as laid down in his work on Railway Reform. At that time, the necessity for providing for the case of insolvency in a railway company, was not so urgent as at present, and it was proposed that, by way of a commencement, the State should acquire the Irish railway system, and work it by means of the then existing staff. This proposition has not found favour, but last session an Act was passed (29 & 30 Vict. c. 95), to enable the Public Works Loan Commissioners to advance money to Irish railways. Several large sums have been advanced under this power, but yet the Irish railways are in difficulties. A bill brought in by Mr. Lawson, Sir Colman O'Loghlen, and Mr. Sullivan, provides for the winding up of railway companies in Ireland, in certain cases, and it may be fairly assumed that in case this bill passes into a law, and is found effective in operation, it will form a model for legislation of a like character with respect to British railways. The bill provides that the Landed Estates Court may, upon the petition of a railway company unable to meet its engagements, or of a creditor or creditors, by judgment, bond, debenture or mortgage, whose demands, then due, amount in the aggregate to £10,000 or upwards, or of the Attorney-General for a debt due to the Crown, or the Exchequer Loan Commissioners, or the Commissioners of Public Works in Ireland, or in case the line shall not be kept open for public traffic, to sell and convey any line of railway in Ireland, whether partially or wholly opened for traffic. The effect of the sale will be to vest in the purchaser the fee-simple of the land and the absolute property in the plant, rolling stock, and other chattels used in working of the railway. The purchaser will have the same rights and be subject to the same liabilities, as regards carrying out the acts of parliament, as the original company. The purchase-money is to be applied by the Landed Estates Court, "in payment of the debts of the said railway company, according to their priorities, and the residue shall be allocated to the shareholders according to their priorities."

The obvious effect of this clause will be in every case to leave the shareholders to take whatever small amount the condition of insolvency may permit, and it cannot be expected that this amount would in many cases be nearly up to the full nominal value of the shares. This, then, is a question of creditors versus shareholders, in which the shareholders will, in all probability, be worsted.

To bring the matter nearer home, let us apply the principle of this bill to the case of the London, Chatham and Dover Railway Company. A long course of successful financial operations—successful so far as the raising of money and incurring debts is concerned, has reduced that company to a condition of insolvency which, so far as can be foreseen, will never be escaped from, except by means of legislation, and that of a sweeping character. The law expenses incurred in a score or more of suits and proceedings by debenture-holders and others for the recovery of their debts, must be added to the debts of the company. It is understood that at length parliamentary powers are to be asked for "to transfer all pending litigation respecting this company to the decision of a Court of Arbitration and Appeal, to be specially instituted for that purpose, as well as for the preparation of a scheme to relieve the undertaking from its present embarrassments." As regards the litigation, the sooner it is put a stop to the better for the company and creditors and shareholders; but what is this scheme to be which is to relieve the company from its embarrassments? It would be madness to go into the market for a fresh loan capital until the present difficulties are cleared up, and until the present nominal capital can be shown to exist, either in the value of the undertaking, or in the pockets of the shareholders—if, indeed, powers could be obtained for the raising of such a capital. If the company is in a state of positive insolvency—that is to say, having expended all its capital, has not sufficient value in land and rolling stock, &c., to show for it—there is nothing more certain than that some class, either of creditors or shareholders, must submit to the loss. If the principle of the Irish Railways Winding-up bill be adopted in the case of the London, Chatham, and Dover Railway, there can be no doubt on whom the loss must fall; if the railway becomes the property of the State, in accordance with the provisions of the Act 7 & 8 Vict. c. 85, it is scarcely possible to say whether any other class than the shareholders can be made to contribute to the loss. When we see that these shareholders have had but little to do with incurring debts, and have remained passive while their property was being managed for them, it appears exceedingly unjust that on them alone the losses should fall. It is pretty clearly established that most of the large lines of railway make a considerable actual profit on their working, but as this is eaten up by all kinds of expenses not properly attributable to it, the want of funds to pay even a small dividend frequently arises. The object then must be to get rid of these abnormal charges upon the profits of working a railway, but if it can be established that the London, Chatham, and Dover Railway is capable of being worked to a profit, the shareholders have a right to claim that, whatever course legislation may take, the undertaking shall be treated as a going concern. It is the duty of Parliament to protect the public against one of the consequences of the *quasi* monopoly of locomotion accorded to railway companies, namely, the stoppage of the means of locomotion by the failure of the company to carry out its engagements with the public to provide those means. Private rights have been invaded on the ground that a public benefit would be afforded in exchange, and therefore parliament is not justified in idly standing by while insolvency works it natural results. While, however, we advocate parliamentary interference, we claim fair treatment for all classes of proprietors of railways.

* 10 Sol. Jour. 424, 532, 571 & 748.

APPROPRIATION OF THE ASSETS OF LIMITED COMPANIES.

The recent decision in the case of *The Cardiff Preserved Coal Company* v. *Norton*, reported 15 W. R. 521, appears to us to involve a very important principle in connection with the assets of limited companies whose shares are fully paid-up. The case itself arose out of one of those lingering liquidations in bankruptcy, under the Companies Act of 1856, which are still here and there to be met with, in spite of the four years and a few odd

months which have elapsed since the Act of 1862 came into operation. The question, however, which was in dispute is one which may arise at any moment upon a winding-up under the new Act, and to such a case the remarks made by the Lord Chancellor in the case above cited would apply.

No call can be made upon the holders of paid-up shares in a limited company, and, consequently, the assets of the company are the only means available by the creditors for the satisfaction of their claims. Therefore, if the shareholders in such a company were to appropriate the whole or part of the assets by distributing the same among themselves, such a transaction would be in fraud of the rights of the creditors, and would be liable to be invalidated at their instance. The shareholders have no right to appropriate to themselves the only fund out of which the creditors are to be paid, and, so far as they have done so, the creditors can call upon them to re-fund. Suppose, for instance, to take a very strong case, that a limited company with a capital of £5,000, in 1,000 shares of £5 each, £4 paid, makes a call of £1 per share, and proceeds forthwith to re-distribute the money called up among the shareholders in proportion to their interests. Then if the remaining assets of the company are insufficient for the discharge of its liabilities, the shareholders could not be allowed to set up as against the creditors the contention that, their shares being now paid-up, no demand can be made upon them. The creditors would have a right to call for the £1,000 so distributed, and, in such a case as this, it seems that the manner in which the Court of Chancery would relieve would be by treating the re-distribution as a return of capital to the extent of £1 per share, rendering the shares unpaid to that extent, and consequently, allowing the official liquidator to make a call for that amount per share.

In a case like this, where the distribution immediately followed, or, at any rate, was directly connected with the previous call, there can be no doubt respecting the consequent equity of the creditors. But even if the call was made *bona fide*, and not with the intention of evading any liability, yet if the company subsequently appropriates its own assets by distributing them among its shareholders, the injury to the creditors is the same, and they have the same right to relief. It cannot be a necessary ingredient of that right, that the appropriation should have some connection with the final call. It is the appropriation of the assets by the company to its shareholders which injures the creditors, and however it may have been carried out, they have a right to be relieved against its effects. Suppose a limited company, whose shares are paid up, to carry on business at a loss until the only assets remaining are,—say, a number of bales of cotton, equal in number to the number of shares, then if the company distributes these assets among its shareholders in the proportion of one bale for each share, such a transaction as this could not stand as against creditors. Or if the company sells or exchanges these assets, so converting them into assets of another description, whether in money or in kind, and distributes the proceeds among the members of its own body, there surely is no distinction which at all invalidates the right of the creditors to have the effect of the transaction nullified as far as they are concerned. There may, indeed, be a distinction as to the mode of procedure by which the Court of Chancery will relieve, and the decision of Lord Westbury (reported 11 W. R. 1007, 2 N. R. 562), upon a preliminary proceeding in the case before us, appears to show that such a distinction exists; but we shall be very much surprised if the distinction involves anything more than a mere difference of the manner in which the relief is to be worked out.

Let us now turn to the case cited at the beginning of this article. The facts were shortly these:—

The Cardiff Preserved Coal and Coke Company (which, for the sake of shortness, we will call the Cardiff Company) was a company formed and registered under the Act of 1856. In 1860, its shares being then fully paid-up, this company, which does not seem to have been very prosperous, agreed to sell its entire stock-in-trade, plant, goodwill, and property of every description, to another company, which we will call the Crown Company. The consideration for this transfer was to be £6,500, of which £4,750 was to be represented by 950 paid-up £5 shares in the Crown Company, and the remaining £1,750 was to be retained by the Crown Company and applied in discharging the Cardiff Company's liabilities. This arrangement was carried into effect by a deed made between the two companies and a shareholder of the Cardiff Company as a trustee for the shareholders of that company. The Cardiff Company transferred its entire property to the Crown Company, the Crown Company handed 950 of its own share-certificates to the trustee, who distributed them among the Cardiff shareholders in the proportion of one Crown share for every two Cardiff shares, the Cardiff shareholders were placed upon the register of the Crown Company, and the Cardiff Company ceased to carry on any business. The £1,750 was duly applied in discharge of the liabilities of the Cardiff Company, but was not quite sufficient to discharge them all, and a debt due to one Hill remained unpaid. Hill obtained an order for winding-up the Cardiff Company in the Bristol Bankruptcy Court, and the whole of the Cardiff shareholders were settled upon the list of contributories, but everything having been handed over to the Crown Company, there were literally no assets. It should have been mentioned that Hill, who, for practical purposes, was the only creditor, had, in conjunction with the official assignee of the Court, been appointed to the official liquidatorship. The Commissioner in Bankruptcy made a call of 7s. 6d. per share upon the Cardiff shareholders, but this order was discharged by Lord Westbury (*ubi sup*). His Lordship thought that the transfer, having been *bona fide*, was not to be regarded as a return of capital, so as to constitute the Cardiff shareholders the holders of unpaid shares. With respect to the Crown shares in the hands of the Cardiff shareholders, his Lordship said that there might be some liability (from the tone of his Lordship's remarks, it seems as though he considered that there was a liability), but that if so it was a partnership liability which could not be dealt with under the Companies Act; no *call*, he said, could be made upon the Cardiff shareholders, because their shares had been *bona fide* paid-up.

We take this decision as applying purely and simply to the manner of relief, and not to the question whether or no relief was to be granted at all. There is no need of argument in support of this view, but we may remark that Lord Westbury *could not* have intended to decide that any distribution whatever of the assets of a Limited Company is among its members to be valid as against the creditors, merely because the last call happened to be a *bona fide* one. As we said just now, it is in the appropriation and distribution that the injury lies, and against the effect of that we believe that the Court will relieve.

Hill now, as official liquidator of the Cardiff Company, filed his bill against the shareholders, praying for a declaration that the 950 Crown shares which had been distributed among them were assets for the payment of the Cardiff Company's liabilities, and asking the consequent relief. The Master of the Rolls dismissed the bill with costs, saying that the plaintiff's remedy (if any) was in bankruptcy under the winding-up. The plaintiff appealed, and Lord Chelmsford affirmed the decree of the Master of the Rolls.

Lord Chelmsford decided, in the first place, that the Commissioner in Bankruptcy could deal with the matter by compelling the Cardiff shareholders to deliver up their Crown shares, in case those shares really were assets for payment of the Cardiff Company's debts. The 66th section of the Joint Stock Companies Winding-up Act, 1848 (11 & 12 Vict. c. 45), enacted that "the Master shall, from time to time, by order to be made upon the application of the official manager, or of any contributory, order and require any contributory, &c., to pay, deliver or

transfer into the hands of the official manager, any sum or balance, books, papers, estates, or effects which shall happen to be in his hands for the time being, and to which the Company is *primâ facie* entitled." And Lord Chelmsford considered—(1), that this provision was incorporated into the Companies Act, 1856, by s. 11 of 21 & 22 Vict., c. 60; (2), and that it applied to the Crown shares in question in the present case. As the Joint Stock Companies Winding-up Act of 1848 has no application whatever to windings-up under the Compies Act of 1862, the first half of the above decision is of little importance as a guide for the future. But as the section which we just now quoted is re-enacted in s. 100 of the Act of 1862, with the substitution of "the Court" for "the Master" and the omission of the words "upon the application of the official manager" &c., the second part of the decision may prove directly in point in some future case.

Lord Chelmsford having decided that the proper jurisdiction was with the Commissioner in Bankruptcy, the case was at an end; but in order, as he said, to prevent further litigation, his Lordship proceeded to give a decision upon the actual equity in the main question—whether or no these Crown shares could be followed into the hands of the shareholders in the Cardiff Company. He thought not.

Now, there were one or two special circumstances in the case, which might perhaps have disentitled Mr. Hill to the relief he sought. Among others, he was a director in both companies, and had been one of the promoters of the arrangement by which the Cardiff Company's business was transferred to the Crown Company. We do not say that these considerations necessarily interfered with Mr. Hill's equity as an official liquidator, though, as far as he personally is concerned, they prevent our very much regretting the result of the decision. Lord Chelmsford, however, in deciding upon the main equity in the case, decided without reference to these considerations, and his decision will consequently have a wide application to future occasions. With the utmost deference to his Lordship, whose careful and accurate decisions have, as a rule, given much satisfaction to the profession, we think that his decision upon this point is erroneous, and fraught with much danger to the interests of the community.

His Lordship's argument is shortly this:—The transfer being *bona fide* and valid, the Cardiff Company did, and equitably could, stipulate that their shareholders, who were to be deprived of their original paid-up shares, should receive some part of the consideration for the sale of the concern in which they were so interested. (2) The Crown shares, deing delivered to a trustee for the Cardiff shareholders, were never in the possession of the Cardiff Company; and (3), the transaction having been *bona fide*, and therefore unimpeachable by the Cardiff Company, the official liquidator could have no better right to claim the Crown shares from the Cardiff shareholders than the Cardiff Company itself would have.

The first of these arguments involves, in our opinion, the main fallacy of the decision. The interest of the Cardiff shareholders in the concern of which they were the corporate proprietors was strictly subject to the claims of the creditors of their corporation. If any one of those creditors had obtained a winding-up order before the arrangement with the Crown Company was made, the whole of the assets of the company would have been realised under the winding-up, and not one penny of the proceeds could have found its way into the pockets of the shareholders until every creditor had been paid in full. What the company did amounted to this: It applied part of its assets in payment of its liabilities, and converted the remainder into assets of another description, which happened to "take the form" (as Mr. Vincent Crummles would probably have said) of shares in the Crown Company, which they proceeded to distribute among themselves. But until every creditor had been paid, the shareholders had no right to such a distribution; the unpaid creditors had, consequently, a right to impeach—not the transfer of the concern, but the distribution of the surplus proceeds of the barter among the shareholders.

The fact that the Crown shares were never actually in the possession of the Cardiff Company, but were handed to a trustee for the shareholders, and by him distributed, cannot in our opinion invalidate the right of the unpaid creditors. In so far as that trustee received the purchase-proceeds of the company's assets, he was virtually, though not nominally, a trustee for the company; indeed Lord Chelmsford would seem to have assumed as much from his application to the case of the enactment above quoted respecting property to which the company "*is prima facie entitled.*"

Again, we cannot understand Lord Chelmsford's view that the official liquidators could not claim the property because the deed of transfer and the transaction founded thereon were unimpeachable by the company. The official liquidators of a company under a winding-up represent, not only the company, but the creditors; it is their business to collect the assets, to pay the creditors, and return the surplus (if any) to the shareholders. How then can it be said that the official liquidators have no better equity than the company itself had to impeach the *effect* of a transaction by which a portion of the company's assets is rendered unavailable for the discharge of its liabilities? Granted that the transaction having been *bona fide*, they could not set that transaction aside as against the Crown Company; surely, as representing creditors whose interests had not been consulted, they could demand to have the produce accounted for. And here again we must remind the reader that the special circumstance of Mr. Hill having, as a shareholder, been a party to the transaction, was not among the grounds upon which his Lordship decided the principal question which we have been discussing; so that the decision, as it stands, goes to this length—if a limited paid-up company sells its entire assets, under an arrangement with the purchaser to appropriate a certain proportion of the consideration to the payment of its debts, and conveys the remainder to a trustee who is to distribute it among the shareholders; and this arrangement is carried into effect, leaving some of the creditors unpaid, while the shareholders have each received a portion of the assets; the creditors have no remedy. Indeed the principle of the decision may be narrowed to this, that, if a limited paid-up company sells its entire assets, pays part of the proceeds to its creditors, leaving some unpaid, and distributes the remainder among its own shareholders, the unpaid creditors have no remedy.

It is with reluctance and with the greatest deference that we venture thus to differ from an opinion expressed by so pains-taking a judge as Lord Chelmsford has shown himself to be, but we think that his Lordship's decision in the present case is calculated to form a very dangerous precedent. Should the case be carried up to the House of Lords, we cannot imagine that the decision, so far as it respects the equity of creditors, or of an official liquidator to follow assets appropriated by the company to its own shareholders, will be affirmed. Very possibly the result, so far as the right of the individual claimant is concerned, may, in such event, remain unaltered; if so, we trust that their lordships who may have to adjudicate the matter will carefully distinguish the individual from the general case. Sooner or later the decision in this case must, we feel convinced, be called in question. The principle of limited liability confers a benefit upon shareholders at the expense of creditors; we are not for one moment to be understood as calling the soundness of that principle in question, but while the creditors are by this principle confined for their remedy to the actual assets of the company in cases in which there are no unpaid calls, great care ought to be taken to prevent the shareholders, who are so far protected by the Legislature, from encroaching upon and appropriating to themselves the only materials out of which the creditors can claim payment.

RECENT DECISIONS.

EQUITY.

CONTRACT WITH INTESTATE UNPERFORMED AT HIS DEATH.

Cooper v. *Jarman*, 15 W. R. 142.

This was a case of some novelty and importance with respect to the conflicting rights and duties of heirs-at-law and personal representatives. The question was shortly this. The intestate had entered into a contract with reference to his real estate, which, although binding at law, was not such as could be specifically performed by the Court of Chancery. This contract was not completed at the time of his death. Was the administrator justified in completing the contract to the advantage of the heir, but to the prejudice of the intestate's personal estate?

With reference to contracts for the purchase of real estate the law is well settled—that if the contract was binding upon the deceased at the time of his death the heir-at-law has a right to call upon the executor or administrator to complete the contract for his benefit out of the personal estate of the deceased. Thus in *Garnett* v. *Acton*, 28 Beav. 333, Mr. Acton had entered into a contract to purchase certain land, but died intestate before the purchase was completed. His heir-at-law filed his bill to have the contract carried out at the expense of the personal estate, and the Court, being of opinion that the contract was binding upon Mr. Acton and the title good, directed the completion of the purchase. Here the contract was of such a nature that specific performance could have been decreed against the intestate. But where this is not so the case will be otherwise. Thus in *Ingle* v. *Richards* (*ib.* 361, 8 W. R. 696, 697), a trustee for sale put the property up for sale by auction and became himself the purchaser, but before the purchase was completed he died. It was held that inasmuch it would have been impossible to have enforced the contract against the trustee, who was buying from himself, his heir was not entitled, even in the absence of any objection on the part of the *cestuis que trustent* to call upon the personal representative to pay the purchase-money.

There are many cases, which are familiar to all, in which, though the contract may be perfectly valid, and one upon which an action for damages would lie, yet the Court of Chancery will not decree specific performance. This occurs whenever the nature of the contract is such as to render it impossible or extremely difficult for the Court to ascertain, whether or no its orders have been fully and properly carried out. Such contracts are, for instance, to make repairs, to write a book, or to exercise a just discretion in a particular matter.

Now, it has been decided by the Master of the Rolls in *Brace* v. *Wehnert*, 6 W. R. 425, 25 Beav. 348, supported by *Kay* v. *Johnson*, 2 Hem. & Mill. 118, and other cases, that a contract to build a house is one of this character, and that specific performance cannot be decreed; although, of course, an action for damages will lie for a breach of it. It is true that in *Holt* v. *Holt*, 2 Vern. 322, it was held by Lord Somers that the heir of an intestate, who had entered into a contract in his lifetime for the building of a house, could file a bill to compel the builder to complete the house, and the administratrix to pay for it. But *Holt* v. *Holt* is inconsistent with modern decisions, and was expressly held to be bad law by the Master of the Rolls in the present case. It may therefore be disregarded.

In the principal case Mr. Jarman had entered into a contract with a firm of builders for a house to be built upon his land for £700. Before the completion of the house he died intestate. His heir-at-law, with another person, took out letters of administration to him. The house was finished, and the administrators paid the money. An administration suit having been instituted, the next of kin objected to the allowance of this item in the accounts of the administrators, contending that it was their duty to have broken the contract; in which case the damages would have been but small, and the personal estate would have been increased by the difference between the amount of the damages and the £700 to be paid for the house. The case coming before the Master of the Rolls on a summons to vary the certificate, his Lordship was of opinion that, though a decree for specific performance could not have been made for the reasons stated above, and consequently the heir could not have filed his bill to compel performance of the contract, yet that the administrators were entitled, if they thought proper, to complete. It could not be their duty, he said, to commit a legal wrong, and subject themselves to damages, because the personal estate might perhaps have been increased thereby. The payment was therefore allowed.

In this case the heir-at-law was himself one of the administrators, and could therefore have stopped the completion of the contract by preventing the builders from coming on to the ground. Had he been a different person, it would be clear, as was observed by his Lordship, that the administrators or executors (for we apprehend there can be no difference between the two classes of representatives), could have no right to call upon him to assist them in their breach of contract. And in this case, if the builders, notwithstanding notice from the personal representatives that they would not pay the money, were to complete the house and then to bring an action against them for the full amount, it is difficult to see what defence could be raised. This consideration, if correct, illustrates further the justice of the present decision. It is to be observed that here there was a contract binding at law, which distinguishes the present decision from such cases as *Shallcross* v. *Wright*, 12 Beav. 558, where it was held that executors were not warranted in paying fees to a physician for attending the deceased, the physician, of course, being unable to recover those fees at law. Executors, as is well-known, are not obliged to plead the Statute of Limitations, but may pay a debt of the deceased although barred by effluxion of time.—*Norton* v. *Frecker*, 1 Atk. 526. *Stahlschmidt* v. *Lett*, 1 Sm. & G. 415, and other cases.—We are not aware of any express decision to the effect that an executor is bound to plead the Statute of Frauds in bar of a claim admitted to be morally binding. But (Wms. Exe. 1634) the general rule is that an executor is not warranted in making any payment which is not enforced by legal proceedings; and the case of the Stat. of Limitations would seem to be the only exception.

DEVISE OF AN ESTATE BY THE DONEE OF A POWER TO APPOINT THE PROCEEDS OF SALE.

Cooper v. *Martin*, V.C.S., 15 W. R. 5.

A testator devises a certain estate to trustees upon trust to pay the rents to his wife for life, and on her decease to sell, and tranfer the proceeds to such one or more of his children as his wife should appoint, subject to an option given to the younger sons of purchasing the same. His widow, without referring to the power, devises the estate to the eldest son. Does the devise operate as a valid appointment? The report of the above case would lead us to expect from the Vice-Chancellor a negative answer to this question, but as this seems hardly justified by the authorities, we should prefer to trace his decision to the particular circumstances of the case which were somewhat complicated. We can only refer briefly to the cases we have been able to find bearing on the question. *Bullock* v. *Fladgate*, 1 Ves. C. B. 471, certainly favours the doctrine that a power of appointing the proceeds of sale of an estate is well exercised by an appointment of the estate itself, and in *Standen* v. *Standen*, 2 Ves. Jun. 589 (affirmed 6 Bro. P. C. 193) it was held that such a power was exercised by a devise of residuary real and personal estate, the testator having no real estate. In *Adams* v. *Austen*, 3 Russ. 461, a similar sweeping devise was not held to have such an effect; but Sir John Leach said

that the question was one of intention, and that if the donee of the power had devised the settled estates by name, he should have taken it to mean her interest in them. As Lord St. Leonards observes in his Treatise on Powers, p. 338, "there is no magic in words," and if we can find an intention of executing a power, it will, if possible, be supported in equity, and we submit that the strongest possible indication of intention is a reference to the subject matter of the power, assuming the donee to have no beneficial disposable interest in it. Perhaps the error, if error there be, in the above decision, arose from the introduction of the doctrine of election; our view is that the appointment was in effect of the proceeds of sale, and that the trust for sale and the option of the younger brothers to purchase were not interfered with, a case of election by the appointee only arising in the event of the option not being exercised, and the interests of the other persons entitled to the proceeds of sale of the residuary estate not requiring a sale of the whole. The only case which causes us some difficulty is *Gale* v. *Gale*, 4 W.R. 277; 21 B. 349. Under a settlement of real estate a tenant for life had a general power of appointment; a power of sale was given to trustees, to be exercised with his concurrence, and the proceeds were to be invested and settled in the usual way; the power of appointment is exercised by will, and afterwards the estate is sold by the trustees under the power; the Master of the Rolls held that the sale, with the concurrence of the devisor, operated as an ademption, and that the appointment was ineffectual. But we think that, whether rightly or wrongly decided, this case turned upon the conversion of the property by the act of the appointor, and does not really affect the present question, although our reference to it may be justified by its important bearing on appointments by tenants for life under settlements which contain the usual power of sale.

MORTGAGES TO BENEFIT BUILDING SOCIETIES NOT SUBJECT TO STAMP DUTY.

Thorn v. *Croft*, V.C.W., 15 W. R. 54.

We believe that the Church Building Acts are generally allowed to bear away the palm for confused and contradictory legislation; but something may be said in support of the claims of the Friendly Societies Acts to that distinction. Why, at least, benefit building societies should be subject to rules contained in Acts repealed as to all other friendly societies, and why they should be wound up under the Companies Act, 1862, instead of the Industrial Societies Act, 1862, we do not profess to understand. We shall not question the correctness of the Vice-Chancellor's decision that mortgages to benefit building societies, whether by members or non-members, are not liable to stamp-duty. The exemption depends on the effect of the incorporation of the repealed Act, 10 Geo. 4, c. 56, relating to friendly societies in the Benefit Building Societies Act, 6 & 7 Will. 4, c. 32. So far as it may be applicable to the purposes of such last-mentioned societies, and in such a case of slovenly legislation there will always be room for doubt. But without considering what may have been the intention of the Legislature, the question has a practical bearing. There are said to be more than 72,000 such societies in the United Kingdom, holding real property to the amount of several millions. Under such circumstances, we think that, if it is considered desirable that the exemption should be continued at all, which has been doubted, it might fairly be confined to mortgages by members, and not extended to investments of the society's capital.

COMMON LAW.

Howard v. *Sheward*, 15 W. R., C. P., 45.

There is no branch of the law more frequently before the courts than that which relates to the liability of principals to third parties for the acts of their agents. Whenever a principal authorises his agent to enter into a contract (not under seal), the principal is as much liable upon that contract as if he had made it himself, the only question being, was there, or was there not, such an authority. There is, however, another class of cases which are not so easily dealt with, viz., where the principal is held to be bound by the contracts of an agent which he has not, in fact, authorised, or which he may even have absolutely forbidden. Whenever a person "holds out" another, as the phrase goes, as his agent, then the person so holding out is bound by all contracts, whether authorised or not, made by the person "held out," provided such contracts fall within the ordinary scope of the employment or duties of a person in the position in which the agent appears to be placed. What is such a holding out as renders a person liable upon contracts not authorised by him, is a question rather of fact than law. A decision, therefore, which is given in one case does not necessarily form a precedent for another occasion. The question may usually be put thus: Did the alleged principal so act as to lead people to suppose that the alleged agent was acting as his agent? If he did so act, then he is not allowed afterwards to set up as a defence that he gave no authority in fact.

In *Howard* v. *Sheward*, a decision was given as to the authority of an agent implied from the position which the principal had allowed him to assume, and the case is one of those which, although perhaps really depending on a pure question of fact, viz., would an ordinary person have thought, from the position the agent was allowed to hold, he had authority in fact to make the particular contract which was there in dispute, will yet often be referred to as an authority in point of law. The plaintiff in this case, bought a horse from the defendant, through an agent of the defendant, who had authority to sell the horse, but who was not a servant of the defendant, nor usually employed to sell his horses. The agent, without authority from the defendant, warranted that the horse was sound. It turned out that the horse was unsound, and the plaintiff brought an action on the warranty. The defence was that the defendant was not bound by the warranty, as he had not authorised it. It was held that, although when the agent of a private individual on one occasion warrants a horse without authority the owner is not bound, yet that if the agent of a horse dealer warrants a horse the owner is bound. The distinction between the two cases being that there is a presumption that the agent is authorised in the latter case, which does not arise in the sale of a horse by a private person. This is one of those cases in which it is not easy to say whether a question of fact or of law has been decided. Nevertheless it is a decision which will form a useful precedent, and will, for the future, govern similar cases, and it is therefore deserving of attention.

In re Corbett Davies, 15 W. R., Ex., 46.

This case furnishes an illustration of the somewhat technical rules of our law relating to the doctrine of merger. Davies was an attorney, who received some money on behalf of a client, and as he did not pay it over, his client recovered judgment against him in an action for the amount. The debt was under £20, so that a *ca. sa.* could not be issued, and as Davies had not any effects to satisfy the claim, the plaintiff applied to the Court for a rule calling on him to show cause why he should not pay over the money. The Superior Courts, as is well known, are in the habit of exercising a kind of summary jurisdiction over attorneys, as being officers of the courts. One of the modes in which this jurisdiction is exercised is by granting rules similar in terms to that moved for in this case, where it is shown to them that an attorney has received, as such, money for a client, and has failed to pay it over in due course. The Court, however, in this case refused to grant such a rule, on the ground that the debt due originally from Davies to his client no longer existed since the recovery of judgment. The effect of that judgment was to extinguish or merge the

debt for which it was obtained, and the Court therefore were of opinion that the remedy of the client was by proceedings upon the judgment only. The money was no longer due from Davies as an attorney, but was due from him as a judgment-debtor, and as such the Court had no jurisdiction to grant the rule asked for.

Reg. v. *The Guardians of the Union of Battle*, 15 W. R., Q. B., 57.

A point of some nicety had to be considered in this case. A person, who was both owner and occupier of some land, had leased the right of shooting over it. The question then arose as to the manner in which he should be rated, whether the value of the shooting should be included in the rateable value of the land.

It had already been decided, in the case of *Reg.* v. *Thurlestone*, 7 W. R. 192, that where the owner of land reserves to himself the right of shooting, the occupier is not liable to be rated in respect of the value of that shooting. It was contended on behalf of the owner and occupier that *Reg.* v. *Thurlestone* governed his case. The Court, however, distinguished between the two cases, and held that the value of the shooting was to be included in the rateable value of the premises. The ground upon which this decision is based is very clearly put by Lush, J., adopting the words of Wightman, J., in *Reg.* v. *Thurlestone*, viz.—"What would a tenant require for the tenement as the person rated has it? Here the occupier, having a right of shooting, instead of using it himself, has let it, and a tenant about to occupy on the same footing would consider the amount receivable for the shooting in determining the amount he would pay for the tenement." Mellor, J., intimated that he felt some doubt about the case, but he did not dissent from the judgment of the majority of the Court. It would seem, however, from the *dicta* of both Cockburn, C.J., and Lush, J., that the case of *Reg.* v. *Thurlestone* is one which may possibly be questioned to some extent hereafter. Lush, J., expressly said that he was not prepared to follow it out to all the conclusions to which its arguments naturally lead. There is, even now, a question which may arise and have to be discussed notwithstanding the cases of *Reg.* v. *Thurlestone* and *Reg.* v. *Battle*. Suppose an owner or occupier of land should grant away the right of shooting for a sum of money paid down and not for an annual payment, would he then be liable to be assessed for the value of that shooting? Such a case would seem to fall within the rule of *Reg.* v. *Thurlestone*, and if so, such an occupier would not be assessed upon the value of the shooting. As, however, some doubt has been thrown on *Reg.* v. *Thurlestone*, it is not certain whether it would be held to govern the case we have suggested. At all events it would appear that there are some grounds for arguing that the principle established by that decision would not be held to include such a case, and it is pretty clear the doctrine there laid down will not be extended any further.

Waburton v. *The Great Western Railway Company*, 5 W. R., Ex., 108.

There are few propositions of law that are more familiar than that a master is civilly liable for the negligent acts of his servant in the course of his duty which cause damage to a third person. This rule applies even in cases where the master has actually forbidden the act, provided that the negligence complained of occurred in the performance of the servant's ordinary duties. This liability of a master is limited by one exception—where two or more persons are the servants of one master and engaged in one common employment, the master is not liable to an action for injury sustained by one servant by reason of the negligence of another in the work or employment which is common to both, or incidental to the carrying on of the general business or the operations in which the one or the other are engaged. The rule and the exception are now so well established that they are never questioned as propositions of law, but there is frequently a contention as to whether a particular person was or was not a fellow-servant of the party who has been injured at the time of the occurrence of the accident. This is often a question of the utmost importance, as the answer to it must decide whether the master of the negligent servant is liable to an action at the suit of the injured party.

There is no class of cases in which these questions have been more frequently considered than in actions brought in consequence of injuries sustained on railways or railway works. A case, therefore, which is decided upon facts arising out of a railway accident is often of more practical use, and is likely to be more frequently referred to, than one in which the same rule of law may have been laid down upon similar facts arising in some other way. It is for this reason that we notice *Waburton* v. *The Great Western Railway Company*. It does not establish any new rule of law, or alter any of the well-known principles which govern the law on questions of negligence; but it is, nevertheless, likely to be often referred to for the future, as it is a decision upon a state of facts which are likely to occur again. In this case the defendants used a station in common with the London and North-Western Railway Company. Each company paid their own servants, but while in this station they were all under the orders of the station master of the London and North-Western Railway Company. A servant of the latter company was injured by the negligence of one of the servants of the defendants. The jury found that the defendants' servant had been guilty of negligence, and that the injured party had not contributed himself to the accident. The defendants were therefore clearly, *primâ facie*, liable for this negligence of their servant. The defence was that this was one of those cases which fell within the exception just referred to, as all the servants, while in the station, were, under one common control, engaged in one common employment. If the Court had been of this opinion, then the defendants would not have been liable. The Court, however, decided that the injury sustained by the plaintiff was occasioned by the servant of the defendants, not in the course of any common employment or operation under the same master, but by the negligence of the servant of the defendants in the discharge of his ordinary duty to the defendants alone, and that therefore this case did not come within the exception from the general rule, that a master is liable for damage caused by the negligence of his servant. The plaintiff was therefore held entitled to recover damages from the defendants for the injury he had sustained.

Clay v. *Oxford*, 15 W. R., Ex., 109.

A rather curious point of practice arose in this case. An action upon a charter-party was commenced by some mistake in the name of a dead man. Subsequently an application was made at chambers to substitute the names of the executors of the deceased for the name of the deceased himself. A judge's order having been made to this effect, the defendant obtained a rule to set it aside. It was contended for the executors that such an amendment as this might be made even at Common Law; but, at all events, under the 222nd section of the Common Law Procedure Act, 1852. The Court, however, held that they had no power to make the amendment asked for, as there was here no action in existence. There could, therefore, be no amendment of proceedings which were utterly void *ab initio*. And they pointed out the distinction between this case and those in which there is a suit in existence; but it is desired to add or strike out the name of a plaintiff or defendant. The order was, therefore, rescinded.

SOLVENCY OF FRIENDLY SOCIETIES.—Mr. Tidd Pratt, in dissolving by request a friendly society at Trentham, on Friday, said that of the 25,000 societies enrolled in his department, he could not recommend twenty as absolutely safe. The society had existed fifty-six years, and had been reduced to insolvency by the large number of superannuated members.—*Manchester Courier*.

REVIEWS.

The Social and Political Dependence of Women. London: Longmans, Green, & Co. 1867.

We confess ourselves unable exactly to see the purpose which this work is intended to serve. It has no pretensions to the dignity of a philosophical treatise, and as a mere popular essay upon the subject it adds hardly anything to the arguments adduced in the very able and interesting article originally contributed to the *Westminster Review* by the late Mrs. Mill, and republished by Mr. Mill in the second volume of his "Dissertations and Discussions;" indeed it is largely made up of quotations from that article, which, we must say, seems to us its most valuable portions. There is rather too much display in the book of a spirit of angry and impatient contempt for the opinions of those who differ from the author upon the question which he is discussing; we would therefore address to the author (or authoress) in the interest of his (or her) fair clients the question put to Jonah, "Doest thou well to be angry?" The holders of the generally received opinion have, after all, the the advantage of possession, and if the author is to succeed in changing that opinion it must be by persuading them; and it is at least impolitic to begin by setting their backs up by a display of angry and contemptuous feeling.

Another defect in the book is the frequent introduction of discussions of questions which have nothing to do with the matter in issue. For instance, we are told that among the "legal injustices" done to women one is that "if a father dies intestate the eldest son inherits the real estate to the exclusion of the daughters." Now, unless the author thinks that the eldest of a family if a daughter, ought to succeed, to the exclusion of the sons and other daughters, which would be only transferring the "injustice" from one sex to the other. This is no peculiar feminine greivance at all, the younger sons being just as much excluded as the daughters. Then, again, several pages are taken up with an exposure of the general defects and failures of male legislation hitherto, all which is meant to be an answer to an imaginary argument that "superior morality gives a man a right to supreme power." Even if anybody were silly enough to adduce such an argument it would be no answer to it to say "men have tried to govern and have failed miserably," unless you could at the same time show that men with the assistance of women, or women alone could have done better, which, from the nature of the case, does not admit of direct proof.

On the whole we do not think that those who have read the article by Mrs. Mill before referred to (and we advise all who take any interest in the question, whatever their opinions may be, to do so) will gain much by the perusal of the book before us.

The American Law Review. Boston: Little, Brown, & Co.; London: Sampson, Low, & Co.

In October, 1866, issued the first number of this quarterly publication, the second and third followed in due course in January and April of the present year. In size the *American Law Review* is a little larger than its contemporary, the *English Law Magazine and Review*; its average number of pages being about the same as those of the latter publication; about one-third, however, of this paging is occupied by the digests of English and American reports, so that the amount of space devoted to the actual "business" of a law magazine or review is rather less than that exhibited by its *cis-Atlantic* sister.

Perhaps we shall best convey to the reader an idea of the scope of this new American contemporary by giving an index of its matter. The last number contains the following headings:—1. The Law of Sales—Delivery; 2. John Marshall (late Chief Justice of the Supreme Court of the United States); 3. Testimony of persons accused of crime; 4. Legislative Control over Railway Charters; 5. Law in Romance; 6. Digest of the English Law Reports; 7. Selected Digest of State Reports; 8. Book Notices (Reviews); 9. List of New Law Books published in England and America since January 1, 1867; 10. Summary of Events. Of these ten titles the last five are fixtures. The original articles, of which there are four or five in each number, are written with much ability and fairness, and even where the discussion is of political or international topics, or the legal bearings of questions arising out of "the late rebellion," a candid and temperate tone is still preserved. The article headed "The Law of Romance" in the April number is rather a well-written critique upon novelists' law, and well worth reading. Ten Thousand A-year, Hard Cash, Orley Farm, Felix Holt, and many other novels are passed in review, so far as they have trenched on legal ground, and a very readable article is the result.

The article in the April number on the testimony of persons accused of crime was occasioned by a law of Massachusett's passed last year, by which it was enacted that "in the trial of all indictments, complaints, and other proceeding against persons charged with the commission of crimes or offences, the person so charged shall, at his own request but not otherwise, be deemed a competent witness; nor shall the request or refusal testify any presumption against the defendant." The writer of this article disapproves strongly of the principle introduced by this enactment; and gives his reasons for so doing; we are not of course about to discuss the subject here; though it is one which has received considerable discussion in England; indeed we have merely cited two or three of the subjects treated by this American contemporary in order to afford some slight idea of the average contents of its pages.

It is always well to see ourselves as others see us; and to the English lawyer it must we think be particularly instructive to hear the comments of lawyers in America upon legal proceedings in England, to see how the Americans have dealt, or attempted to deal, by legisation, and decision, with questions and difficulties which have also arisen here, and to observe the manner in which the principles of English law upon which American law is based, are developed in accordance or the contrary as the case may be, with the course of modern decision in England. The *American Law Review* is worthy of the attention of those who have leisure and inclination to inform themselves on subjects such as these.

COURTS.

HOUSE OF LORDS.

May 17.—The case of *Campbell* v. *Campbell* (the Breadalbane Peerage case) was proceeded with.

May 20.—Their Lordships gave judgment in three cases, including among them that of the *Western Bank of Scotland* v. *Addie*.

In this case the facts were briefly as follows:—The Western Bank of Scotland was established in 1832. In 1855 Mr. Addie, then a holder of 15 shares, purchased 135 additional shares, being as he alleged, induced thereto by the fraudulent representations of the directors contained in a report made at the annual meeting of the company immediately preceding his purchase. The misrepresentations alleged had reference to the assets, profits, and capital of the concern. Mr. Addie received dividends on the shares so purchased by him to the amount of upwards of £1,000. In November, 1857, the Bank stopped, and it transpired that there had been a loss of £3,000,000. In the December following was commenced a voluntary winding-up, under the Companies Act, 1856, the company, which was previously unincorporated, having been incorporated for this purpose, and two calls were made, in respect of which Mr. Addie paid nearly £17,000. Two years from the date of the stoppage he brought the action of reduction, repetition, and relief, out of which the present appeal arose. The jury brought in a verdict for the plaintiff. The defendants then tendered a bill of exceptions to the ruling of the Lord-President before whom the cause had been tried. They contended—firstly, that the learned judge had misdirected the jury by telling them that "if the case should occur of directors taking upon them to put forth in their report statements of importance in regard to the affairs of the bank, false in themselves, and which they had no reasonable ground to believe to be true, that would be a misrepresentation and deceit, and, in the estimation of the law, would amount to a fraud;" whereas, as they contended that it was incumbent upon him to establish either that the directors knew the statements in question to be untrue, or that they did not believe them to be true, the defendants contended, secondly, that the learned judge had not directed the jury as follows:—1, that the pursuer was not entitled to repudiate the purchase referred to in the issues on the ground that he was induced to make it by false and fraudulent representations as to the state of the bank's affairs made by the directors to the shareholders, of whom he was one at

the time; 2, that if the representations which induced the pursuer to make the purchase were made in pursuance of the contract of partnership and without fraud by the directors to the shareholders, of whom the pursuer was one at the time, the pursuer was not entitled to repudiate the purchase although the said representations were untrue in fact, and were fraudulent on the part of the manager; 3, that upon the evidence before the jury the action was not maintained in law, and the defenders were entitled to a verdict on the pursuer's issue; and 4, that upon the evidence before the jury the pursuer had in law barred himself from repudiating the purchase, and the defenders were entitled to a verdict on the counter-issue.

The First Division of the Court of Session pronounced two interlocutors upon the same date, one disallowing the exceptions to the judge's ruling, and the other setting aside the verdict of the jury, and granting a new trial.

There were cross appeals in the case, and the interlocutors appealed from were the two above-mentioned, and a previous interlocutor pronouncing that the pursuer had stated on record matter relevant to entitle him to go trial.

The present appeals were argued in March last by

The Attorney General, *Sir R. Palmer*, and *Burns Shand* (of the Scotch Bar), for the appellants,

The Dean of Faculty, *Giffard, Q.C.*, and *Balfour*, for the respondents.

The LORD CHANCELLOR said that two questions arose in this appeal:—1, whether the pursuer was entitled originally to rescind the contract for the purchase of the shares in question; and 2, whether he was debarred from this right by the change which had taken place in the condition of the company at the time when his action was brought. Upon the first question their Lordships had to determine how far a company is bound by the misrepresentations of its managing body, upon which point there were numerous irreconcileable decisions. The distinction to be drawn from the authorities, and which was sanctioned by sound principle, appeared to be this:—Where a person was drawn into a contract to purchase shares belonging to a company by fraudulent misrepresentations of the directors, the misrepresentations were imputable to the company, and the purchaser could not be held to his contract because a company could not retain any benefit which they had obtained through the fraud of their agents. But an action for damages for the deceit, could not be maintained against the company, but only against the directors personally. The action of Mr. Addie was for the reduction of the deeds of transference of the shares, and alternatively for damages; but as he had brought it against the company it would follow, from what had been said, that he could not recover, unless he was entitled to rescind the contract. Had then the pursuer shown that the false reports of the directors and particularly the report of 1855, were the proximate and immediate cause of the purchase of the shares by him? It was not necessary that they should be the sole cause, for as he had said in *Nicol's case*, the reports of the directors formed a material part of the inducement to take the shares, without which the purchase would never have been made, the effect of them was not destroyed because other influences were at the same time at work which contributed to the success of these false representations. But when fraudulent reports were made the ground for rescinding a contract for the purchase of shares, the fraud was not to be established by impressions received from those reports at some former period, however distant, but they should be clearly shown to have been in the mind of the person at the time of the negociations for the purchase, and to have been one of the causes leading to the contract. Apart from these reports there was no statement that any representations were made by the directors, or by their authority, to the pursuer; therefore, though this was a case in which, as the pursuer was seeking to rescind a contract from which the company had derived benefit, his action was maintainable, yet there was considerable doubt whether, in his statement, he connected the directors sufficiently with the alleged misrepresentations to make them imputable to the company, and whether he did not fail to state a relevant case upon the record on that ground. But on the question whether the pursuer was not deprived of his right to rescind the contract by the change in the character and condition of the company, which appeared from his own admission, there was no doubt that the relevancy of his case had altogether failed. Whether the change of the company from an unincorporated to an incorporated banking company for the purpose of more conveniently winding-up its affairs under the Joint Stock-Companies Act, 1856, so changed the nature and the character of the shares purchased by the pursuer as to render a *restitutio in integrum* impracticable, was a question which, if it were necessary to determine, he should wish to consider more carefully. It was clear, however, upon the authorities, that after the failure of the bank and the order for winding it up, the time for rescinding the contract had gone. That was the ground for the decision in *Mixer's case*. It might seem to be a hardship on the pursuer that he should be compelled to keep the shares because, in ignorance of the fraud practised upon him, he retained them until an event occurred which changed their nature, and prevented his returning the very thing he had received; but he was not without remedy. If he was fixed with the shares, he might still have his action for damages against the directors, supposing he was able to establish that he was induced to enter into the contract by the misrepresentations for which they were responsible. The first interlocutor appealed from, finding that the pursuer had stated on record matter relevant to go to trial, must, therefore, be reversed.

In the course of his observations upon the subject of the other interlocutors, his Lordship said that it had been argued that if the fraud was imputable to the company from the representations of the directors, the pursuer having been a shareholder at the time, the representations were his own as one of the company himself. This, in his opinion, was a fallacy, and could not be regarded as a valid objection to a suit in equity in the Scotch courts on the ground of fraud. Another objection urged against the right of the pursuer to be relieved from his contract was, that it would prejudice the interests of other innocent shareholders who had acquired shares after the pursuer became possessed of those in question. In answer to this argument he would only observe that either these subsequent shareholders bought their shares under circumstances which compelled them to hold them, or else they also had been induced to join the company under false representations.

The remainder of their Lordships concurring, the interlocutors were all reversed.

COURT OF QUEEN'S BENCH.

May 17, 18, 20.—The list numbered 132 causes, of which about 62 were special jury cases, common jury cases only being taken at these sittings.

COURT OF EXCHEQUER.

May 17, 18, 20, were occupied by the case of *Smith* v. *the Gaslight and Coke Company*, which is still only part heard, and stands over until July.

JUDGES' CHAMBERS.

May 23.—A somewhat novel and romantic story was told by a young woman who was an applicant at chambers to-day. With considerable diffidence and modesty she stated that some years ago she became the mother of an illegitimate child, the father being a married man. When the infant was of sufficient age to be removed from the mother, the father, who was without legitimate family, agreed to receive it into his household, provided his wife were not disabused of the belief that the child was his son's, then a young man. In this arrangement the mother and son concurred, and the child remained in the family until the son's death without any apparent suspicion of its parentage entering the mind of the father's wife. The son, however, now being dead, the mother of the child, desiring to recover possession of it, applied at chambers to know what course she should pursue. She was advised to make an affidavit, stating the facts, and to take out a summons for a writ of *habeas*, so that the matter might be fully considered by the judge, which the applicant stated her intention of doing.

GENERAL CORRESPONDENCE.

BANKRUPTCY ANSWERS—No. 9.

Sir,—In your answer to the 9th bankruptcy question at the Easter Term Final Examination, there appears to me a slight inconsistency which I should like to see explained. You say that on the bankruptcy of the transferor of a debt, with power of attorney to use the bankrupt's name, the transferee will not be estopped from suing in his name because the beneficial interest has passed from the creditor be-

fore his bankruptcy. Now, although that may be true enough, the creditor's power of attorney is only exercised *after* the bankruptcy, and it appears to me that a debtor could plead the bankruptcy to such an action; to which plea the power of attorney, given before bankruptcy, would be no answer.

Does not the case of a married woman giving a similar power before her marriage present an analogous case? and would not the husband's name have to be used together with the wife's? According to your answer, it would appear that the wife's maiden name would suffice, if we apply the principle stated in your answer to the analogous case.

It appears to me the power to sue must be regarded as a contract which would bind the assignees of the bankrupt to the same extent that it would the bankrupt himself. The question seems to resolve itself into this: Does the power of attorney vest the right to sue in the person in whom it was vested at the date of the power, notwithstanding that such right would afterwards (but for such an effect) be legally transferred, as in case of bankruptcy, to another.

I may be wrong in my view, but should like to hear another opinion. F. A. B.

["F. A. B." has not sufficiently observed the form of a plea of bankruptcy of the plaintiff. He will see, on referring to page 439 of Bullen & Leake's Precedents, that it is necessary to allege, not only the bankruptcy of the plaintiff, but that the cause of action sued for vested in the assignees. If such a plea were pleaded in the case put, it would be met with the replication that the action was being prosecuted by the plaintiff as trustee for the transferee of the debt: see page 445 of the same work.

Carpenter v. *Marnell*, 3 B. & P. 40, is an express authority for the correctness of our answer to the question.—G. K.]

THE EXAMINATION QUESTIONS AND THE EXAMINERS.

Sir,—I have perceived with much regret the tone taken by your contemporary the *Law Journal* with respect to the examiners, and send, for the edification of your readers, a copy of the paragraph appended in a recent number of that journal at the foot of the questions and answers there given. Here it is—

"The form of most of the questions, on the criminal law, and especially of the last, so largely, so loosely, and so inaccurately stated, confirms the opinion which we have often expressed, that the examiners are either profoundly ignorant of the subjects of which they profess to be masters, or have never acquired the natural use of their own language. No student with a competent knowledge can possibly answer them with satisfaction to himself. In fact, the less he knows and the more incorrectly he expresses himself, the more his answers are likely to suit the examiners, if we may judge of their standard of excellence by their questions."

Whatever may be the merits of the views here propounded by the editor of the *Law Journal* with respect to the form in which the questions are put, there can be but one opinion in the minds of gentlemen as to the extreme bad taste which runs through the whole of the paragraph I have here set out and I appeal sir to you with confidence that you will repudiate the sentiments it contains as not being those of the profession at large.

With regard to the mode in which the question are put, the examiners are surely at liberty to make a question as "large," and if you will as "loose," as they please provided only they do not put "catch questions." Suppose now a student finds a question capable of being answered in two or three different ways and answers it in each one of the ways known to him or only in one way, stating that there is another way of which he is unable to give the details, I should estimate his answer as better than that of him who should give his one answer believing that to be the only one that could be given. By giving these "large" questions an examiner is better able to judge of the attainments of a candidate than he would be if he gave questions requiring a categorical answer, such as yes or no. Large questions enable a candidate to exhibit whatever general knowledge he may have upon the subject, as well as the special knowledge applicable to the precise point of law, and it is only the ignorant and idle candidates who complain of the examinations being "large" and "loose," and not those who have any confidence in their own powers and legal attainments. I am I confess unable to see how one can form anything like an accurate estimate of the examiners standard of excellence by reading their questions alone. Their standard can only be ascertained by reading also the answer of each candidate and the result of the examination. The student can, by reading over the questions of former examination, form a pretty accuate judgment of what he may have to answer but what number of answers and what amount of answering will suffice to pass him and what to give him honours none but the examiners know. If the paragraph I have referred to were inspired by a discontented "plucked" one it might have been passed over as written in a fit of spleen, but as it is not so it can only be attributed to the bad taste of the Editor. CHANCERY LANE.

SLADE v. SLADE.

Sir,—I shall be obliged by your correcting an inaccurate statement in the narrative of the case of *Slade* v. *Slade*.

Sir John Slade's eldest son, John Henry, who is stated to have died without issue, left an only ehild, a daughter, who is now my wife. ALAN C. BRUCE.

[We insert Mr. Bruce's letter; we have ourselves, however, printed no account of the case of *Slade* v. *Slade*, preferring to await the decision.—Ed. S. J.]

BUTLER *v.* KNIGHT.

Sir,—My attention has been called to some remarks contained in the number of your Journal of May 11, at page 650, upon the recently decided case of *Butler* v. *Knight*, in the Court of Exchequer, and upon the report of that case in the March number of the *Law Reports*. There are some quarters so prejudiced, that comment and observations found there upon the new series of reports, pass and have passed deservedly unregarded. But as I believe I have not to number your Journal among these, I will, with your permission, take notice of the error into which the writer of the criticism in question has fallen. But in the first place, I will observe that he is right in supposing (though contrary to his argument), that the words italicised, "by allowing him to proceed to obtain satisfaction," *do* constitute the entire value of the proposition, and alone make the case of any importance. As to whether the case is rightly decided or not, it perhaps would not be fit that I should here express an opinion; I will only say that my function is to report decisions and not to make them; and my function as a writer of marginal notes is to express exactly what is decided. That the case did, in fact, decide what its marginal note expresses, no one who reads the case with attention can doubt. The reader will find at page 110, a statement that the plaintiff distinctly forbade and repudiated the idea of a compromise. Now a prohibition is not generally understood to convey an authority. But did she do any act, or was there anything whatever to indicate to the then defendant, or to lead him to suppose, that the attorney was authorised to compromise, except the single fact that she authorised him in the ordinary way to obtain satisfaction? None, except that her mother and brother-in-law assented, whose authority the Court (iii. p. 113), expressly declined to recognise. Since, therefore, she did nothing to give this authority, except allowing the attorney to obtain satisfaction, the allowing him to do so must be the circumstance that conferred that authority. Then what is meant by allowing him to obtain satisfaction? To obtain satisfaction may be either spoken in an unlimited sense, to obtain it by all means, including a compromise, or in a limited sense, excluding a compromise. The evidence shows that she allowed the attorney to obtain satisfaction only in the second sense; the Court held she allowed it the first. On what ground did the Court so hold? There are two ways in which you may legally allow or authorise a thing where you do not do so in intention—first, by permitting a state of circumstances to exist or to continue which leads other persons to suppose that the thing legally held to be authorised by you is authorised in fact; secondly, by permitting a person to act for you who usually has an authority to do the act held to be authorised. In the first case, the particular matters or things are supposed to have your sanction; in the second, the acts of the particular person. Now, here there were no circumstances that would avail under the first head, unless, perhaps, the writer supposes that, the plaintiff being a young lady, no meant yes. If an agent with limited powers affects to act beyond them, his action does not bind the principal merely because his principal does not give notice that his powers are not extended. Now, either an attorney's power continued after judgment is

limited in the matter in question or it is not; and, whichever is true, it is a matter of law, and a matter, therefore, that all men are bound to know, or the ignorance of which by some most certainly cannot avail to render others liable. If then it is a limited power, the mere non-communication to the other side that it was not unusually extended could not bind the principal or validate the agent's exorbitant act. It remains, therefore, that to bind the principal the power must be held to be in itself unlimited.

Now, the attorney's authority was in this case continued after judgment, but the question was, what authority? An attorney's authority may be more or less extended, and was the continued authority of equal extent with the old? And this remark, I may observe, shows one point in which the critic has gone wrong, namely, in supposing the question to be, how can a client continue the attorney's authority, and not, as it is in fact—the client continuing his authority as attorney—what powers are included in the renewed or continued authority? Now he may continue it by various indications of his intentions, and, if his intentions are accurately expressed and made known to the other side, the authority clearly exists only with the powers and in the mode so expressed. But what power is included in the authority when the only expression of intention is (as was here the case) the allowing the attorney to obtain satisfaction, that is, identically the same expression of intention that is made by every plaintiff in every action. It is laid down by this case that the authority, if so continued, is continued with the old powers, at least so far as to include the power to compromise, and this is the very gist of the case.

I will only add two observations:—First, the words of the Chief Baron at page 113, 114, show that he entertained this view. He speaks of authority to recover the amount of the verdict, "*the payment of which might have to be enforced by execution*," of the plaintiff contemplating that her attorney might have to *take proceedings against Ruffs*; and from these circumstances, and from the absence of "anything pointing to a cesser of the relation," he draws the inference that "we must take it that that relation was continued with its usual authority." As to the prohibition to compromise, he only uses it as evidence that the relation of attorney and client existed. Then the whole question was, what does that relation, *after judgment*, *usually* mean, and what authority does it *usually* include? It includes the power to compromise. Secondly, your own head note, which is perfectly accurate, though, as I think, not sufficiently specific, puts it generally, that if the relation of attorney and client is allowed to continue after judgment the client is bound by a compromise. Now there can be no doubt that ordinarily the relation of attorney and client *is* allowed to subsist after judgment, therefore, without any talk about any *particular mode* of obtaining satisfaction, the attorney has power to compromise. How far attornies would be justified in acting, or could safely act upon this decision, I do not say; but I can entertain no doubt whatever that the point was decided, and that the decision is correctly expressed by the marginal note.

I can well believe, however, as not unfrequently happens in the history of legal decisions, that the case, if found inconvenient, may be shelved upon some such grounds as are suggested in your pages; for it is an amusing pursuit to notice by what ingenious fallacies, and sometimes even (and I could give instances in point) positive mis-statements, the force of awkward decisions is broken and taken away. Whether, however, this is an awkward decision I will not venture to pronounce, but merely sign myself,

THE REPORTER.

GALLOWAY *v.* THE MAYOR, &c., OF LONDON.

Sir,—The profession is, I am sure, greatly indebted to Mr. Van Sandau for so powerfully and ably directing the attention of your readers to the decision of Vice-Chancellor Wood in this important case. I do hope that, now the subject has been ventilated, it will not, for the welfare and in the interest of the profession, and the maintenance of the privileges of its members, be allowed to drop until some distinct understanding is come to, and the whole question satisfactorily considered.

No sufficient reason can be urged in support of the practice (by whomsoever introduced) of providing that the lessor's solicitor shall prepare all assignments and under leases. Notice of any dealing with the property is all that ought to be required, and is quite enough to accomplish the object for which provisions of the kind referred to are inserted. The practice, wherever it exists, should not be encouraged, and steps should, I think, be taken to express in some effective way the light in which it is regarded, and how a continuance of the practice is calculated to bring the profession into disrepute. I regret to observe the tenor of a letter signed "A Managing Chancery Clerk," who seems to think that a solicitor is perfectly justified, regardless of the means, in collecting and keeping together as much business as possible.

No doubt it is to the interest of the "Managing Clerk" that the solicitor should do so, and very likely that those reprehensible conditions of sale which provide in effect that the vendor's solicitor shall command the business that ought to be conducted by the purchaser's solicitor, owe their existence and use to the zeal and ingenuity of the "Managing Clerk," but however this may be, this mode of advertising for business is not regarded with satisfaction and cannot be justified. I have no wish to speak in the least disrepectfully or discourteously of the "managing clerks," too often insufficiently remunerated, and to whom the profession and the public are greatly indebted, and perhaps the view of this subject taken by "A Managing Chancery Clerk" is the exception and not the rule.

Some of your readers will be glad to learn that the members of the "Articled Clerks' Society" have recently condemned in the course of a debate on another topic, the insertion in conditions of sale of the clause before mentioned, which I think augurs well for the future of the profession. I shall at once bring the subject under the notice of this society with a view to the committee proceeding in the matter, but in the meantime it may be well to inquire what the council of the Incorporated Law Society proposes to do, and whether they consider the subject of sufficient importance to demand their interference.

W. J. FRASER.

[The decision of Wood, V.C., alluded to had nothing to do with the practice which our correspondent condemns.—ED. S. J.]

APPOINTMENTS.

Mr. CEDRIC HOUGHTON (Myres & Houghton), of Preston and Chorley, has been appointed Deputy-Coroner for the County Palatine of Lancaster.

Mr. H. C. LOPES, of the Inner Temple, has been appointed to the Recordership of Exeter.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

May 17.—The Hypothec Amendment (Scotland) Bill passed through committee.

The Railway Construction Facilities Act (1864) Amendment Bill was rejected.

May 20.—Clause 3 of the Representation of the People Bill was agreed to with the addition of the following amendment moved on the 17th by Mr. Hodgkinson—"Provided always that, except as hereinafter provided, no person other than the occupier shall, after the passing of this Act, be rated to prochial rates in respect of premises occupied by him within the limits of a parliamentary borough, all Acts to the contrary notwithstanding."

Mr. Mill's proposal to introduce Female Suffrage by substituting the word "person" for the word "man" was rejected by 196 votes against 76.

The House went into committee upon the Civil Service Estimates, and a number of votes were taken.

May 21.—Lord Amberley's Parliamentary Registration Bill was withdrawn.

Clause 6 and the subsequent clauses of the Sale of Land by Auction Bill were agreed to.

The House proceeded with the votes on the Civil Service Estimates.

May 23.—The House proceeded with Clause 4, of the Representation of People in Parliament Bill.

The Chancellor of the Exchequer gave notice of the course the government intended to pursue with respect to the exceptions to the operation of Mr. Hodgkinson's amendment.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

A decision upon a will case has been recently delivered in the Court of Common Pleas, Philadelphia, involving a material departure from the English rules of construction.

The will of Walter S. Newhall contained the following clause :—"I give and bequeath all my interest in the partnership property in the firm of Harrison, Newhall, & Welch, of Philadelphia, to my mother Jane S. Newhall and my sister Lydia J. Newhall, and the survivor of them absolutely. Both the mother and sister survived the testator.

The question before the Court then was—To what was the "survivorship" to be referred? To the death of the testator, or of one of the legatees? In other words, were the mother and sister to take as joint tenants or as tenants in common?

The opinion of the Court was delivered to the following effect :

Allison, C.J.—This question, which has been so often settled and unsettled by decisions of the very highest authority in England, and which can hardly be regarded as resting on any very solid basis there even at this day, has received in the courts of last resort in this country, we believe, but one determination, and that is to refer the question of survivorship to the time of the death of the testator, and not to the death of the first taker, or the expiration of a given time, or the occurrence of some event mentioned in the will, which was to happen before those in remainder should enter upon the enjoyment of the interest given to them.

The law was thus settled in Pennsylvania by the decision of *Johnson* v. *Morton*, 10 Barr. 245, in which Judge Rogers, delivering the opinion of the Court, holds the law to be as above stated. In this case the course of decision by the highest judicial tribunals in England, receives a somewhat extensive consideration, and cases are cited from "Powell on Devises," vol. 2, p. 750, showing that for nearly a century the judgments of those courts were uniform and consistent; that notwithstanding a previous interest given, survivorship was referred to the death of the testator, unless a contrary intent was clearly to be gathered from the four corners of the will; but that the rule of construction thus settled was overthrown by Sir John Leech, in *Cripps* v. *Wolcott*, 4 Mad. 11, by which the limitation in favour of survivors was referred to the death of the tenant for life rather than to the death of the testator, and that in *Home* v. *Pillans*, 2 M. & K. 15, Lord Brougham, and in *Wordsworth* v. *Wood*, 2 Beav. 28, the Master of the Rolls, seemed inclined to stand by the ruling of the Vice-Chancellor in *Cripps* v. *Wolcott*. But the law is held to be otherwise in our state.

In *Moore* v. *Lyon*, 25 Wendell, 119, the question is considered at very great length, and the authorities, English and American, examined in detail, and the rule established as it stood before the decision of *Cripps* v. *Walcott*. In Massachusetts, Virginia, and South Carolina the same conclusion has been reached. In Pennsylvania the cases of *Fulton* v. *Fulton*, 2 Grant, 28; *Jessup* v. *Smuck*, 4 Harris, 340; and *Arnold* v. *Jack*, 12 Harris, 61, bear upon this question in the same direction.

In England, where joint tenancies with survivorship are recognised, and perhaps somewhat favoured, the gift to the mother and sister of the testator, and to the survivor of them, might be held to be a gift to the two jointly for life, with remainder absolutely to the one who should survive the other. But we agree that, viewing the case in the light of our own legislation upon the subject of survivorship as between joint tenants in connection with the use of the word "absolutely" as coupled with the bequest, that the period of survivorship is to be referred to the death of the testator and not to the death of either one of the legatees, and that consequently the mother and sister are each entitled to one-half part of the estate absolutely.

[Respecting the manner in which such a case would have been decided here, it will be remembered that in *Re Greyson's Trusts*, 13 W. R. 193, Lord Justice Turner said, "It is now perfectly well settled that in dispositions of personal estate words of survivorship are to be construed as referring to the period of distribution. This is established by *Cripps* v. *Wolcott*, and a long train of decisions following upon that case."—ED. S. J.]

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The subjoined petition is to be presented by Mr. Childers:—

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland, in Parliament assembled.

The humble petition of the Metropolitan and Provincial Law Association sheweth :—

That the Middlesex Registry Office was established under the provisions of the statute 7 Anne, c. 20.

Section 2 of such Act provides that certain officers of the Court of Chancery and of the superior courts of common law shall be the four registrars (in the Act termed registers) of such office, with power to appoint a deputy, subject to the approval of the Lord Chancellor, the Chief Justices of the Queen's Bench and Common Pleas, and the Chief Baron, and that those judges, "or any three of them shall from time to time have full power and authority to make such rules and orders for the better management and government of the said office agreeable to the form and true intention of this Act as they shall find convenient and necessary."

Section 4 provides for the payment of treble damages and full costs of suit by any such registrar who shall be lawfully convicted of any neglect, misdemeanour, or fraudulent practice in the execution of his office.

Section 11 enacts: "That every such register or master shall be allowed for the entry of every such memorial as is by this Act directed, the sum of one shilling and no more, in case the same do not exceed 200 words, but if such memorial shall exceed 200 words, then after the rate and proportion of sixpence an hundred for all the words contained in such memorial over and above the first 200 words, and the like fees for the like number of words contained in every certificate or copy given out of the said office, and no more; and for every search in the said office, one shilling and no more."

Sec. 12 provides—"That every such register, or master, shall give due attendance at his office every day in the week (except Sundays and holidays), between the hours of 9 and 12 in the forenoon, and the hours of 2 and 5 in the afternoon, for the dispatch of all business belonging to the said office; and that every such register or master, as often as required, shall make searches concerning all memorials that are registered as aforesaid, and give certificates concerning the same under his hand (if required by any person), testified by two credible witnesses."

The officials no longer make searches and give certificates as above required, but Solicitors are compelled to make such searches themselves.

The index kept in the said office is an annual series of lists of memorials, arranged under the initial letter of the surname of the grantor of the estate or incumbrance, entered in the order in which such memorials are brought in for registration.

The fees for registering memorials charged in the said office are much greater than those allowed by section 11 of the Act, being (as appears by a return printed by order of your honourable House on the 16th July, 1862) 7s. for memorials not exceeding 500 words, and sixpence for every 100 words over that number. The return adds, "The fees provided by the Act 7 Anne, c. 20, were altered, as the present registrars are informed, in the year 1768, in pursuance of an arrangement between the then registrars and the public, and have since that period been always received in accordance with the amended scale. They are not aware of any special authority for the alteration.

Instead of the shilling search fee, which the Act evidently contemplated as the whole expense for searching in respect of each transaction, a separate search fee of one shilling is now charged for each name searched against.

Thus in the common cases of sales of property in mortgage, or belonging to joint owners, where search has to be made against both vendor and mortgagee, or against all the joint owners, several search fees are charged (unless the joint owners happen to be co-trustees), and where, within sixty years, property has frequently been mortgaged, or changed owners, the number of searches requisite, and therefore, of fees payable, are enormously increased.

Charges are also made for inspection of any memorials found on such searches.

It appears by the return already quoted and by a further return printed by order of your Honourable House on the

10th April, 1867, that the duties of the Registrars have almost invariably been performed by deputy; that the salary of such deputy is £400 per annum and that in 1866 the amount of fees received at the office was £12,564 4s., while the expenses were only £3,089 15s. 3d., leaving a balance of £9,474 8s. 9d., of which one-fourth was taken by the Queen's Remembrancer and paid into the Treasury in pursuance of the Act 22 & 23 Vict. c. 21, s. 7, and the remaining three-fourths were divided between the three sinecurist registrars; the net amount received by each being £2,368 12s. 2d. It is just however to add that out of this amount each registrar has had to contribute a sum of £200 towards the expenses of a new registry office.

The labour of searching the index accessible for the statutory fee of 1s. has become so great that for some years past a lexicographical index has been compiled by or under the direction of the registrars, but for each search in such last-mentioned index a fee of 2s. 6d. instead 1s. is demanded and paid.

With reference to this fee of 2s. 6d. for searching the lexicographical index, the additional expense attending the compilation of such index can hardly be pleaded as a justification for increasing the searching fee of 1s. 6d. to 2s. 6d., in the face of the large surplus annually derived from the other fees taken in the office. In several other public offices (those of the Probate Court and the Common Pleas Registry of Judgments, for instance) the use of a lexicographical or mainly lexicographical, index is now afforded without any additional charge being made in respect of searches therein.

For several years past your petitioners have, by communications, first to the registrars, and afterwards to the judges, been endeavouring, but with very partial success, to obtain reform in the office in question.

Your petitioners therefore humbly pray that your honourable House will be pleased to take measures for the reform of the Middlesex Registry Office, by reducing the fees proportionally to the excess now derived from them, and by directing the registrars to provide a convenient lexicographical index for the use of searchers without extra charge.

And your petitioners will ever pray, &c.

ARTICLED CLERKS' SOCIETY.

At a meeting of this society on Wednesday evening last, with Mr. T. W. Drummond in the chair, it was moved by Mr. Streeter and seconded by Mr. Jennings, "That a husband's contract to sell his wife's term of years will bind her if she survive him." After an able and spirited discussion the motion was carried.

LAW STUDENTS' JOURNAL.

PRELIMINARY EXAMINATION.

The preliminary examination in general knowledge will take place on Wednesday the 30th and Thursday the 31st October, 1867, and will comprise :—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English history.
8. Latin—Elementary knowledge of Latin.

9. 1. Latin. 2. Greek, Ancient or Modern. 3. French 4. German. 5. Spanish. 6. Italian.

The special examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the examination on the 30th and 31st October, 1867 :—

In Latin—Livy, Book I.; or, Ovid, Fasti, Books I. and II.

In Greek—Euripides, Hecuba.

In modern Greek — Βεντοτῆ 'Ιστορία τῆς 'Αμερικῆς, βιβλίον ζ'.

In French—Racine, Athalie ; or, Lamartine, Nelson.

In German—Goethe's Ausmeinem Leben, vol. 2, Books XI., XII., and XIII.; Lessing's Minna v. Barnhelm.

In Spanish—Cervantes, Don Quixote, cap. xv. to xxx. both inclusive ; or, Moratin, El Si de las Niñas.

In Italian—Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive ; or, Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns :—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-upon-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the judges' orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.—EASTER TERM, 1867.

FINAL EXAMINATION.

The examiners have recommended the following gentlemen, under the age of 26, of being entitled to honorary distinction :—*

SAMUEL LEAROYD.—Mr. Nehemiah Learoyd, Huddersfield and London.

WILLIAM FREDERICK BAKER.—Robert Sweeting, London; Young, Maples, Teesdale, & Young, London; and Young, Maples, Teesdale, & Nelson, London.

GREGORY WILDRINGTON BYRNE. — Elsdale & Byrne, London.

THOMAS SHALLCROSS HINES.—Ranson & Son, Sunderland; C. H. Hines, Sunderland ; and Mr. T. H. Dixon, London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books :

To Mr. LEAROYD, the prize of the honourable Society of Clifford's-inn.

To Mr. BAKER, the prize of the honourable Society of New-inn.

To Mr. BYRNE and Mr. HINES, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation :—

JOHN JOLLY BENTHAM.—Ranson & Son, Sunderland.

JOHN WALTER CLULOW.—Shakespeare & Hartill, Oldbury.

JOHN NELSON.—Nicholson & Saunders, Wath-upon-Dearne ; Ridsdale & Craddock, London.

VERNON JOHN YARDLEY SHAW.—T. W. Flavell, London.

The Council have accordingly awarded them certificates of merit.

Number of candidates examined, 81 ; passed, 67 ; postponed, 14.

COURT PAPERS.

COURT OF PROBATE,
AND
COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Trinity Term, 1867.

COURT OF PROBATE.

Wednesday	May 29	Friday	May 31
Thursday	,, 30	Saturday	June 1

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Wednesday	June 5	Wednesday	June 19
Thursday	,, 6	Thursday	,, 20
Friday	,, 7	Friday	,, 21
Saturday	,, 8	Saturday	,, 22
Wednesday	,, 12	Wednesday	,, 26
Thursday	,, 13	Thursday	,, 27
Friday	,, 14	Friday	,, 28
Saturday	,, 15	Saturday	,, 29

* The names of the clerks are given in small capitals : those of the firms to which they served their clerkships in ordinary type.

TRIALS BY JURY.

Wednesday	July 3	Wednesday	July 17
Thursday	,, 4	Thursday	,, 18
Friday	,, 5	Friday	,, 19
Saturday	,, 6	Saturday	,, 20
Wednesday	,, 10	Wednesday	,, 24
Thursday	,, 11	Thursday	,, 25
Friday	,, 12	Friday	,, 26
Saturday	,, 13	Saturday	,, 27

The trials by jury in the Court of Probate will be taken first, unless otherwise directed by the judge.

The judge will sit in chambers at eleven o'clock to hear summonses, and in court at twelve o'clock to hear motions on Tuesday 28th May, and on every succeeding Tuesday until Tuesday the 23rd July, inclusive.

All papers for motions in the Court of Probate are to be left with the Clerk of the Papers in the principal registry of that Court, at Doctors'-commons, and for motions in the Court for Divorce and Matrimonial Causes, with the Chief Clerk, in the registry of that Court, at Doctors'-commons, before two o'clock on the preceding Thursday.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 23, 1867.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93¼	Annuities, April, '85
Ditto for Account, June 6, 91⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 91⅝	Ex Bills, £1000, 4 per Ct. pm
New 3 per Cent., 91⅝	Ditto, £500, Do pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 26 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 6½ per Ct. (last half-year) 252½
Do. 5 per Cent., Jan. '73 —	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 —	Ind. Enf. Pr., 5 p C., Jan. '72 103½
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 —
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88	Do. Bonds, 5 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, pm.
Ditto Enfaced Ppr., 4 per Cent.	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	80
Stock	Caledonian	100	110
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	31½
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	112
Stock	Do., A Stock*	100	114
Stock	Great Southern and Western of Ireland	100	91
Stock	Great Western—Original	100	43½
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	127½
Stock	London, Brighton, and South Coast	100	89
Stock	London, Chatham, and Dover	100	18½
Stock	London and North-Western	100	114½
Stock	London and South-Western	100	79
Stock	Manchester, Sheffield, and Lincoln	100	49
Stock	Metropolitan	100	122
Stock	Midland	100	110½
Stock	Do., Birmingham and Derby	100	81
Stock	North British	100	35
Stock	North London	100	115
10	Do., 1866	5	6½
Stock	North Staffordshire	100	70
Stock	Scottish Central	100	—
Stock	South Devon	100	48
Stock	South-Eastern	100	67½
Stock	Taff Vale	100	154
10	Do., C	—	3½ pm

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

The markets exhibit this week a continuance of improvement; on Wednesday, indeed, there were symptoms of a slight reaction, they were, however, but transitory, and were soon overcome by the firmness which seems the order of the day. The large influx of bullion to the Bank, and to the Bank of France, has strengthened the markets. The discount demand is moderate. Joint-Stock investments are still viewed with but little confidence, and it has been much remarked that, with the exception of the funds and such like securities, there has been no great general rebound from the depression which was occasioned by the commercial crisis of 1866. "Limited" investments still appear to be particularly distrusted, and it would be rash to say that there is no cause for this want of confidence, though cases are not wanting in which it bears hardly on perfectly sound concerns; Rentes 69f. 77c.

The cotton market has fluctuated, and on the whole is middling.

The accounts from the hop plantations have been not quite so good this week as formerly.

It is difficult to get the British bosom into a sufficiently tranquil state to discuss this great subject, for every Englishman's heart will begin bounding like a tremendous bonse at the bare mention of trial by jury. This splendid palladium of our rights and umbrella of our liberties has sheltered us, according to some, since the time of Woden, but as it is very doubtful whether twelve honest men could be got together in those primaeval, or, as Mr. Selden calls them, prime-evil days, we must date the invention of trial by jury at a later period. The trial by jury is, of course, a subject that every true-born Briton, with a quarter of a pint of Saxon blood in his veins, is prepared to revel in; but as the imagination starts wildly off, reason whispers "ease her, stop her," and, feeling our ardour checked, we proceed to give a common-sense account of what trial by jury really is or really ought to be. When A. puts himself on the country and B. does the like, then A. and B. have thrown themselves on the indulgence of a British jury box. When the jurors are called and sworn they may be challenged, that is to say, they may be called out of the box by either party to whom they do not give satisfaction. The challenging being disposed of (if any) and the jury sworn, which is accomplished in three quartetts, all swearing together in unison, the trial commences by the counsel's speech, which is sometimes a very great trial for those who are obliged to listen to it. If he can support his case by his evidence it is well and good, until the other counsel makes another speech and brings other testimony of an exactly opposite character. This gives the first counsel a right to reply, which causes much bewilderment to the jurymen, who are further puzzled by the summing up of the judge, the usher's cries for silence, and the perpetual talking of the briefless barristers. In this condition the British jurymen are expected to agree in their verdict, and if they can't they are hurried out of court and locked up in a kitchen, or, perhaps, a coal cellar, till they are agreed, when the twelve honest Britons are released from their imprisonment. It would be right down blasphemy to doubt the integrity of a British jury, and, indeed, "trial by jury" is a popular motto for a banner with several societies of Odd Fellows; but we have nevertheless heard of that great bulwark of our liberties tossing up occasionally when a verdict could not be otherwise agreed upon. It has been held that if jurors do not make up their minds before the assize terminates in a particular town, the judge is to drive them on the next place in a cart, but as the verdict would not be worth the expense of carriage, it is usual to discharge the jury rather than carry it about the country till it has made its mind up. Such is trial by jury! the bulwark in which John Bull can walk triumphantly, the buttress of our rights, the clothesprop of our liberties, the cloak-pin of law, and the hat-peg of equity.—*Comic Blackstone.*

BISHOP COLENSO.—Dr. Biber writes to the *Guardian*: "I am happy to say intelligence has been received that the Bishop of Capetown's appeal from the sentence of the Supreme Court of Natal, in the matter of the cathedral, has been allowed, and is to be prosecuted before the Judicial Committee of Privy Council. This will raise the whole question of the legal validity of Dr. Colenso's letters patent; and if their legal nullity, already incidentally affirmed by that tribunal, should—as it can scarcely be doubted it will—be formally and directly re-affirmed, the pretended authority of Dr. Colenso to exercise episcopal functions and to enforce episcopal mandates by civil process will be for ever set at rest."

SIR JOHN CAMPBELL AND LADY STRATHEDEN.—The case of Sir John Campbell and Lady Stratheden was a notable instance of a lawyer and his wife bearing different names. Raised to the peerage, with the title of Baroness Stratheden, the first Lord Abinger's eldest daughter was indebted to her husband for an honour that made him her social inferior. Many readers will remember a droll story of a misapprehension caused by her ladyship's title. During an official journey, Sir John Campbell and Baroness Stratheden slept at lodgings which he had frequently occupied as a circuiter. On the morning after his arrival, the landlady obtained a special interview with Campbell, and in his baroness's absence thus addressed him, with mingled indignation and respectfulness:—"Sir John Campbell, I am a lone widow, and live by my good name. It is not my humble place to be too curious about the ladies brought to my lodgings by counsellors and judges. It is not in me to make remarks if a counsellor's lady changes the colour of her eyes and her complexion every assizes. But, Sir John, a gentleman ought not to bring a lady to a lone widow's lodgings, unless so long as he 'okkipies' the apartment he makes all honorable professions that the lady is his wife, and as such gives her the use of his name."—*Jeaffreson's Book about Lawyers.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

SIMMONDS—On May 21, at No. 82, Oakley-street, Chelsea, the wife of John Simmonds, Esq., Barrister-at-Law, of a son.

SIMS—On May 12, at Ickham-hall, Wingham, Kent, the wife of E. H. Sims, Esq., Solicitor, of Calcutta, of a daughter.

SMALE—On May 22, the wife of J. Jackson Smale, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.

SMITH—On May 19, at No. 17, Grosvenor-villas, Plumstead, the wife of William F. Smith, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

FORD—FORD—On May 15, at 8, Thomas street, Portsmouth, William Henry Ford, Esq., Solicitor, Portsea, to Harriet Low, daughter of Richard William Ford, Esq., Solicitor, Portsmouth.

GARRETT—EVANS—On May 14, at St. Paul's, Camden-square, Theodore Francis Garrett, Esq., son of Dr. Garrett, of Hastings, to Annie Marion, daughter of George Edward Evans, Esq., Solicitor, of Jersey.

JUSTICE—LYNNE—On May 16, at the Abbey Church, Malvern, Frederick John Justice, Esq., of Newport, Monmouthshire, to Laura Isabella, daughter of Walter Lynne, Esq., of Southwick.

REID—WALKER—On May 23, at Logie-house, Dundee, William Reid, W.S., Edinburgh, to Elizabeth Geddes, daughter of James Walker, Esq., of Ravensby.

DEATHS.

BRABANT—On May 15, at Sloperton-cottage, Bromham, Wilts, aged 59, William Hughes Brabant, Esq., of Savile-place, London.

BRIDGE—On May 19, at East-end, Finchley, Ada Maria, the last surviving child of John Bridge, Esq., Barrister-at-Law, aged 6 years.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 15.—By Messrs. PRICKETT & SON.

Copyhold, 2 houses, situate at Fortis Green, Muswell-hill, let on lease at £10 per annum—Sold for £400.

By Messrs NIGHTINGALE.

Copyhold Residence, known as Park Cottage, with stabling, situate at Kingstone vale—Sold for £1,000.

By Messrs. PRICE & CLARK.

Freehold Ground Rent, of £26 5s. per annum arising from No. 11, Kensington Park Gardens—Sold for £670.

Freehold, 2 Coach houses and stables, Nos. 10 and 11, Wilby Mews, Sudbroke-road, Kensington Park Gardens—Sold for £990.

May 16.—By Messrs. BEADEL.

Freehold residential property, known as Stanstead Bury, Stanstead Abbotts, Herts, comprising a residence, with grounds, stabling, farmhouse, homestead, and 108a 0r 39p of arable and wood land; let on lease at £300 per annum—Sold for £9,800.

Freehold, 57a 3r 13p of grass land, situate about half a mile from the Roydon station, Herts—Sold for £5,700.

Freehold, the Rye House, situate in the parish of Stanstead Abbotts, Herts, with its grounds and fisheries, comprising the King's Arms Hotel, the remains of the Old Rye House, and 24a 1r 39p of land—Sold for £5,000.

Freehold, 8a 3r 3p of building land, and the Rye House Wharf, situate in the parishes of Hoddesdon and Stanstead, Herts—Sold for £1,590.

Freehold farm, known as Coney Hall, situate in the parish of Burnham, Essex, comprising residence, homestead, and nearly £500 acres of land—Sold for £16,500.

The advowson and perpetual right of presentation to the rectory of Horsted Keynes, Sussex; annual income of the living, about £600 per annum; present incumbent aged 68 years—Sold for £3,800.

May 17.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold residence, known as Dunoon-house, Clapham, with stabling, also a ground rent of £5 per annum, secured upon two cottages in the rear—Sold for £1,850.

Leasehold residence, No. 57, Doughty-street, Mecklenburgh-square, let on lease at £75 per annum; term, 99 years from 1802, at £8 8s. per annum—Sold for £720.

Leasehold residence, No. 58, Doughty-street, let on lease at £70 per annum; term and ground rent similar to above—Sold for £670.

Leasehold residence, No. 59, Doughty-street, let on lease at £75 per annum; term and ground rent similar to above—Sold for £710.

Leasehold residence, No. 60, Doughty-street, let at £75 per annum; term and ground rent same as above—Sold for £340.

Leasehold, 2 cottages and a coach-house and stable, Nos. 28 to 30, Brownlow-mews, Mecklenburgh-square, producing £57 12s. per annum; term similar to above at £3 15s. per annum—Sold for £340.

Freehold, 2 residences, Nos. 2 & 3, Anerley-park, Anerley, let at £90 each per annum—Sold for £1,600 each.

Freehold residence, No. 7, Anerley-park, let at £113 per annum—Sold for £2,100.

Freehold residence, No. 8, Anerley-park, annual value £125—Sold for £2,000.

Freehold ground rents, amounting to £33 per annum, secured upon 3 residences in Anerley-road, Anerley—Sold for £330.

May 17.—By Messrs. RUSHWORTH.

Leasehold, Residences, Nos. 5 & 6, Mocre Park-road, Fulham, let at £35 per annum each; term, 97½ years from 1855 at £12 per annum—Sold for £255 each.

By Messrs. TOOTELL & SONS.

Freehold Residence, and 6a 1r 0p of land known as Little Buckland, Maidstone, Kent—Sold for £1,940.

May 20.—By Messrs. NORTON, TRIST, WATNEY & Co.

Freecold plot of building land, situate on the high-road, between Streatham and Croydon—Sold for £120.

Freehold plot of building land situate as above—Sold for £170.

Freehold plot of building land situate as above—Sold for £1,300.

Freehold nursery garden, with house and premises attached, containing 2a 0r 8p, situate in the parish of Faringdon, Berks—Sold for £650.

Freehold nursery garden and meadow, containing 3a 0r 2p situate as above—Sold for £660.

Freehold house and close of arable land, containing 3a 0r 24p, situate as above—Sold for £660.

Freehold public house, known as The Bull, situate in London-street, Faringdon, Berks—Sold for £550.

By Messrs. CLEAVE & UNDERHAY.

Copyhold residence, known as the Swiss Cottage, situate at Farnham Royal, Bucks, with garden, grounds, orchard, and stabling; let at £120 per annum—Sold for £2,020.

By Messrs. NASH.

Freehold house, with gardens, small paddock, and orchard, stabling, and 2 cottages, situate in the parish of Betchworth, Surrey—Sold for £915.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, May 17, 1867.

LIMITED IN CHANCERY.

Artificial Leather Company (Limited).—Vice-Chancellor Malins has, by an order dated May 15, appointed George Augustus Cape, 8, Old Jewry, provisional official liquidator.

Ramsgate Victoria Hotel Company (Limited).—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lovelock, 34, Coleman-st. June 27 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Gellivara Company (Limited).—Petition for winding-up, presented May 10, directed to be heard before Vice-Chancellor Malins on May 31. Ashurst & Co, Old Jewry, solicitors for the petitioner.

Whitehall Engineering Company (Limited).—Vice-Chancellor Malins has fixed May 28 at 1, at his chambers, for the appointment of an additional liquidator on behalf of the creditors to act jointly with the voluntary liquidator, William Frankland Dean.

TUESDAY, May 21, 1867.

LIMITED IN CHANCERY.

National Provincial Marine Insurance Company (Limited).—Petition for winding up, presented May 10, directed to be heard before the Master of the Rolls on June 1. Torr & Co, Bedford-row, solicitors for the petitioner.

New Nantymwyn Mining Extension Company (Limited).—Petition for winding up, presented May 16, directed to be heard before Vice-Chancellor Stuart on May 31. Hathaway & Andrews, Bedford-row, solicitors for the petitioner.

St Nazaire Company (Limited).—Petition for winding up, presented May 21, directed to be heard before Vice-Chancellor Malins on May 31. Jaquet, South-st, Finsbury-sq, soliciter for the petitioner.

Hydraulic Tube Drawing and Steel Ordnance Company (Limited).—Petition for winding up, presented May 21, directed to be heard before Vice-Chancellor Malins on May 31. Jaquet, South-st, Finsbury-sq, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 17, 1867.

Brown, Wm, Brixton-rise, Brixton-hill, Gent. June 7. Brown v Stoneham, M. R.

Capdevielle, Dominique, Manch. June 17. Capdevielle v Ball, V.C. Malins.

Combe, Fras, Hemel Hempstead, Hertford, Esq. June 28. Attorney-General v Sidney Sussex College, Cambridge, M. R.

Davis, Saml, Clement's-inn, Strand, Gent. June 27. Jonas v Berry, M. R.

Hipperson, Thos, Wetheringsett, Suffolk, Farmer. June 27. Hipperson v Kemp, V.C. Stuart.

Jones, Wm, Dyffryn, Carmarthen, Auctioneer. June 27. Bullin v Jones, V. C. Stuart.

Lancaster, John, Salford, Lancaster. June 17. Lancaster v Williamson, M. R.

Mitton, Edwd, St Martin's, Stamford Baron, Northampton. June 17. Mitton v Clark, M. R.

O'Hare, John, Northampton, Draper. June 18. O'Hare v O'Hare, V.C. Malins.

Thistlethwaite, Richd, Carperby, York, Gent. June 29. Hancock v Winn, V.C. Stuart.

Wright, Wm Jackson, Oporto, Portugal, Merchant. June 24. Wright v Wright, V.C. Malins.

General Steam Navigation Company v Reid. June 5. V. C. Wood.

TUESDAY, May 21, 1867.

Watts, Admiral Geo Edwd, Cheltenham, Gloucester. June 18. Eaton v Watts, V. C. Stuart.

Lawton, Maria Sophia, Royal-avenue-ter, Chelsea. June 29. Lawton v Price, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 17, 1867.

Warley, Geo Anthony, Yarmouth, Norfolk, Lieutenant R.N. July 1. Birch & Ingram, Lincoln's-inn-fields.

Bolton, Wm, Holborn Bars, Manufacturing Chemist. June 30. Lott, & Rogers, Bow-lane, Cheapside.

Bosworth, Fredk Wm, Pau, France, Barrister-at-Law. July 15. Hunt Gray's-inn-sq.

Edwards, Hy Martyn, Park-gate, Chester, Gent. June 26. Keighley & Banning, Lpool.

Gibson, John, Halifax, York, Gent. Aug 1. Craven & Rankin, Halifax.

Hunter, Anthony, Munder-st, Regent's-pk, Licensed Victualler. June 30. Janson & Co, Finsbury-circus.
Leckie, Jas Hy, Courtland-pl, Kensington, Esq. July 10. Harris & Mee, Bishopsgate Church-yard.
Lewis, Joseph, Northwich, Chester, Draper. July 1. Green, Northwich.
Lucas, John, Althorp, Northampton, Servant Man. June 21. Tomalin, Northampton.
Mellor, Hy, Derby, Duffield, Gent. July 17. Jackson, Belper.
Pearson, Rt, Boston Spa, York, Taylor. July 1. Leefe, Lincoln's-inn-fields.
Potter, Wm, Warren-st, Fitzroy-sq, Builder. July 15. Rivolta, Montague-st, Russell-sq.
Rawle, Eliz, Clifton, Bristol, Spinster. June 29. Bramble & Co, Bristol.
Taylor, Hy, Blackpool, Lancaster, Gent. June 20. Brierley, Blackpool.
Wigram, Rt Rev Joseph Botton, Lord Bishop of Rochester. July 1. Burder & Dunning, Parliament-st.
Wilson, John, Corrie-pl, Old Kent-rd. June 30. French, Crutched-friars.

TUESDAY, May 21, 1867.

Allaway, John, Maidenhead, Berks, Gent. July 11. Brown, Maidenhead.
Attrill, Thos, Gosport, Southampton, Innkeeper. June 8. Wilkinson, Gosport.
Barrett, Wm, Fakenham, Norfolk, Cattle Dealer. July 1. Cates, Fakenham.
Beach, Thos, Amherst-rd, East Hackney, Cork Merchant. July 17. Fielder & Sumner, Godliman-st, Doctors'-commons.
Brydon, Margaret, Bishopwearmouth, Durham, Widow. Aug 1. Eglinton, Sunderland.
Burton, Alice, Martlett's-ct, Bow-st, Widow. July 10. Hammond, Furnival's-inn.
Campbell, Thos, Hardwick, Cambridge, Farmer. June 24. Wayman, Cambridge.
Chance, Edwd, Coleman-st-bldgs, Merchant. June 30. Needham & Co, New-inn, Strand.
Horsfall, John, Leeds, Merchant. July 1. Blackburn & Son, Leeds.
Ingleby, Wm, Hedon, in Holderness. July 1. Park, Hull.
Kilbee, Richd St George, Foulis-ter, Esq. May 27. Oliver, Carey-st.
Lawson, Pattinson, Bowness, Cumberland, Yeoman. June 17. Hough, Carlisle.
Nisbet, Caroline, Bath. June 24. Nisbet, Lincoln's-inn-fields.
Rhodes, Jane, Leeds, Widow. July 1. Blackburn & Son, Leeds.
Roberts, Geo, Robert Town, York, Machine Maker. April 9. Watts & Son, Dewsbury.
Smith, David Scott, Heath Lodge, Hanwell, Esq. July 1. Deane & Chubb, South-sq, Gray's-inn.
Taylor, Bobt, Hartlepool, Durham, Clerk. July 1. Taylor, St Hilda's Parsonage, Hartlepool.
Varley, Joseph, Lingards, York, Scribbling Miller. Kidd & Co, Holmforth, nr Huddersfield.
Walters, Geo, Lpool, Ship Owner. June 18. Clayton, Lincoln's-inn-fields.
Wright, John, Newburgh, Lancaster, Colliery Proprietor. July 1. Taylor, Wigan.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 17, 1867.

Barber, Joshua, Manch, Flour Dealer. April 24. Asst. Reg May 17.
Barker, Wm, Thirsk, York, Innkeeper. April 27. Asst. Reg May 15.
Barwick, Robt, Bishopwearmouth, Durham, Butcher. May 2. Comp. Reg May 17.
Bennicke, Jas John, & Jas Ashton Jardine, Gray's-inn-rd. April 25. Asst. Reg May 17.
Berry, Thos, Darlington, Durham, Corn Miller. May 8. Asst. Reg May 15.
Billinge, Geo Fredk, Portland-pl North, Clapham-rd, Clerk. May 8. Asst. Reg May 16.
Blackburne, Edwd, Ellesmere, Salop, Attorney-at-Law. April 23. Comp. Reg May 15.
Booth, Thos, Sheffield, Provision Dealer. May 8. Asst. Reg May 17.
Booth, Jas Lazarus, Manch, Carver and Gilder. April 30. Comp. Reg May 16.
Brameld, Hy Edwd, Hunslet, Leeds, Surgeon. April 24. Asst. Reg May 16.
Brown, Geo, Slough, Bucks, Grocer. May 6. Asst. Reg May 15.
Burnham, Thos, Little Grove-st, Lisson-grove, Cab Proprietor. May 11. Comp. Reg May 16.
Butler, Wm Fredk, Half Moon-st, Bishopsgate, Paper Manufacturer. April 17. Comp. Reg May 15.
Butler, Jas, Leeds, Butcher. May 13. Comp. Reg May 15.
Chesl, Wm, Bushey-heath, Herts, Hay Dealer. April 29. Comp. Reg May 17.
Clark, Joseph Pontin, Swansea, Glamorgan, Brewer. April 27. Comp. Reg May 16.
Clark, Jas Thos, Cleckheaton, York, Draper. May 9. Comp. Reg May 15.
Cole, John, Cambridge, Tailor. March 21. Asst. Reg May 16.
Cooper, Jas, Talbot-ter, Talbot-rd, Bayswater, Gent. May 14. Comp. Reg May 17.
Cowley, Geo, Sunderland, Durham, Ironfounder. May 18. Comp. Reg May 16.
Crook, Thos, Studley, Warwick, Plumber. April 30. Comp. Reg May 16.
Davison, Andrew Signey, Newcastle-upon-Tyne, Plumber. May 8. Asst. Reg May 15.
Donnelly, John, Manch, Clothier. May 10. Comp. Reg May 16.
Draffin, Jas, Temperley, Chester, Salesman. May 13. Comp. Reg May 16.
Dyne, John Edwd, Croydon, Ironmonger. May 15. Comp. Reg May 17.
Evans, Chas, Oxford-ter, Hyde-park, Gent. May 13. Comp. Reg May 13.
Everall, Wm, Ludlow, Salop, Innkeeper. April 16. Asst. Reg May 14.
Goode, John, Coventry, Printer. April 26. Asst. Reg May 15.
Grave, Lewis, Henrietta-st, Covent-garden, Draper. April 18. Comp. Reg May 16.
Gunn, Alex Hamilton, Hamilton House, Upper Norwood, Insurance Agent, May 11. Asst. Reg May 14.
Hall, Geo, Bird-in-hand-court, Cheapside, Manager of a Billiard Room. April 15. Comp. Reg May 14.
Hanson, Wm, Manchester, Clerk. April 22. Comp. Reg May 16.
Harrison, Fredk Jas, Gunpowder-alley, Shoe-lane, Fleet-st, Builder. May 16. Comp. Reg May 17.
Hedgson, Wm, Norton, Durham, Miller. April 20. Asst. Reg May 14.
Holmes, Michael, Sheffield, out of business. April 23. Asst. Reg May 16.
Huxley, Edwd, Old Cavendish-st, Oxford-st, Surgical Instrument Maker. April 25. Comp. Reg May 15.
Jennings, Timothy Thos, St Dunstan's-bldgs, St Dunstan's-hill, Commission Agent. May 14. Comp. Reg May 14.
Johnson, John, Kenier Mill, Durham, Miller. May 9. Comp. Reg May 16.
Jones, John Rowland, Chester, Plumber. April 22. Asst. Reg May 15.
Justice, Philip Wm, Prestbury, nr Cheltenham, Esq. May 6. Comp. Reg May 17.
Lenham, Wm, Kingston-upon-Hull, Confectioner. May 9. Asst. Reg May 14.
Léon, Hy, Fenchurch-st, Warehouseman. May 4. Comp. Reg May 16.
Lindley, John, Ipswich, Suffolk, Blacksmith. May 13. Comp. Reg May 17.
Mackay, Lewis Dunbar Brodie, Walbrook, Commission Agent. April 20. Asst. Reg May 17.
Mackennal, Geo Simpson, Piccadilly, Financial Agent. May 13. Comp. Reg May 17.
Maxted, Jas Ansley, Ramsgate, Kent, Pork Butcher. April 26. Comp. Reg May 16.
Merles, Thos, High-st, Poplar, Baker. May 15. Comp. Reg May 16.
Mitchinson, Geo, Bishop Wearmouth, Durham, Chemist. May 2. Comp. Reg May 16.
Montgomery, Geo Tinch, York-rd, Lambeth, Commission Merchant. April 18. Asst. Reg May 15.
Morrison, John, Queen's-ter, Manchester-rd, Poplar, Baker. April 15. Comp. Reg May 13.
Mowlem, John, Radipole, Dorset, Butcher. April 30. Asst. Reg May 15.
Newmarch, Geo, sen, Nottingham, Hat Manufacturer. May 13. Asst. Reg May 17.
Nichols, Fras Robt, King's Lynn, Norfolk, Baker. April 26. Asst. Reg May 15.
Oxendale, John, York, Bacon and Cheese Factor. May 1. Comp. Reg May 15.
Palmer, Edwd Geo, Holbeach, Lincoln, Chemist. April 17. Asst. Reg May 15.
Peat, Wm, Birm, Butcher. May 11. Comp. Reg May 15.
Phillips, Joseph, Lpool, Plumber. April 20. Comp. Reg May 16.
Pierce, Thos Oliver, Hemingford-rd. May 13. Comp. Reg May 17.
Pointon, Saml, Ipstones, Stafford, Mining Surveyor. May 13. Asst. Reg May 15.
Pontefract, Hy, Honley, York, Manufacturer. April 22. Asst. Reg May 16.
Potts, Wm Mowbray, Consett, Durham, Grocer. May 22. Asst. Reg May 15.
Richardson, Edwd, Newcastle-upon-Tyne, Chemical Manufacturer. April 17. Asst. Reg May 15.
Ritson, Anthony, Arundel-st, Contractor. April 18. Comp. Reg May 15.
Robinson, Thos Mitchell, Fanham's Farm, nr Ware, Hertford, Corn Dealer. April 23. Comp. Reg May 15.
Shaw, Wm, Sheffield, Grocer. April 18. Asst. Reg May 16.
Sheppard, Wm, High-st, Clapham, Boot Manufacturer. May 13. Comp. Reg May 16.
Sherwell, David, High-st, Notting-hill, Hosier. May 10. Comp. Reg May 15.
Smith, John, & Thos Phethean Hardcastle, Leeds, Soapboilers. April 22. Asst. Reg May 15.
Spark, John, Barnard Castle, Durham, Shopkeeper. April 16. Comp. Reg May 14.
Stansfield, Saml, Bradford, York, Manufacturer. May 13. Comp. Reg May 15.
Stanger, John, Maidstone, Kent, Farmer. May 14. Asst. Reg May 15.
Sutton, Wm Geo, Eglington-rd, Old Ford, Builder. May 13. Comp. Reg May 17.
Taylor, John, & Wm Scouler, Sunderland, Durham, Shipbuilders. April 30. Asst. Reg May 17.
Thimbleby, John, & Hy John Thimbleby, Barnet, Herts, Drapes. April 24. Comp. Reg May 15.
Tomlinson, Benj, Kingston-upon-Hull, Currier. April 17. Inspectorship. Reg May 15.
Topham, Jas Bass, Swinford, Leicester, Woolbuyer. May 7. Comp. Reg May 16.
Trend, Hy Gristock, Southgate-rd, Hackney, Surgeon. April 24. Asst. Reg May 15.
Walker, Michael, Alfred Walker, & Caleb Walker, Birm, Bootmakers. April 22. Comp. Reg May 16.
Warner, Hy Lawrence, Terrington St John, Norfolk, Grocer. April 30. Asst. Reg May 15.
Young, Dixon, & Geo Thos Candlish, Sunderland, Durham, Glass Manufacturers. April 18. Asst. Reg May 15.

TUESDAY, May 21, 1867.

Arnatt, Josiah, Oxford, Pastrycook. May 9. Comp. Reg May 21.
Ashbury, Thos, Rosliston, Derby, Grocer. May 6. Asst. Reg May 21.
Baker, Isaac, Gravesend, Kent, Butcher. May 13. Comp. Reg May 21.
Baldwin, Alfd, Queen's-rd, Dalston, Cheesemonger. May 16. Comp. Reg May 21.
Barker, Fredk Hy, Burleigh-cottages, Althorpe-rd, Wandsworth-common, Accountant's Clerk. May 15. Comp. Reg May 17.

Barnett, Wm, Birm, Ale and Storekeeper. May 16. Comp. Reg May 20.
Baster, Wm, & Chas Davis, Watling-st, Carriers. May 16. Comp. Reg May 21.
Begbie, Alexander Geo, Slough, Bucks, Clerk in Holy Orders. April 22. Comp. Reg May 20.
Bellingo, Geo Thos, Lime-grove, Shepherd's Bush, Clerk. May 10. Comp. Reg May 18.
Birch, Stephen, Wittersham, Kent, Miller. May 11. Comp. Reg May 21.
Boyes, Jas, Lpool, Draper. April 23. Asst. Reg May 20.
Brannan, Hy, Duke-st, Grosvenor-sq, Carver. May 9. Comp. Reg May18.
Busfield, John Motley, Leeds, Grocer. May 8. Comp. Reg May 20.
Clark, Hy, South End, Croydon, Brick Agent. April 22. Comp. Reg May 18.
Clarke, Courtenay, Albion-ter, Stoke Newington, Secretary. May 15. Asst. Reg May 17.
Clarke, Robt, Northampton, Baker. May 2. Comp. Reg May 20.
Cleary, John, Lpool, Licensed Victualler. May 7. Comp. Reg May 21.
Cook, Rufus, Thornton, York, Delver. May 4. Comp. Reg May 17.
Cenisbee, Wm, Southgate, Builder. April 25. Comp. Reg May 21.
Court, John, Wellington-st, Deptford, Grocer. May 9. Comp. Reg May 20.
Dexter, Wm, Lower Edmonton, Plumber. May 7. Comp. Reg May 20.
Dorrington, Wm Howitt, Chichester, Corn Merchant. April 22. Comp. Reg May 20.
Drew, Ambrose, Ewyas Harold, Hereford, Grocer. April 21. Asst. Reg May 20.
Elliott, Hy, Walkern, Hertford, Brewer. March 25. Comp. Reg May 8.
Ellis, Richd Jas, Calne, Wilts, Grocer. May 13. Asst. Reg May 18.
Ferris, Thos Dewen, Moore-st, Chelsea, Builder. May 17. Comp. Reg May 20.
Francis, Thos Geo, Birm, Journeyman Brass Founder. May 9. Comp. Reg May 17.
Francis, John, Birm, Journeyman Jeweller. May 10. Comp. Reg May 17.
Francis, Ruth Ann, Birm, Spinster. May 9. Comp. Reg May 17.
Gallimore, Jas, Bradford, York, Worsted Manufacturer. April 26. Asst. Reg May 21.
Garrard, Jas, Ipswich, Suffolk, Plumber. May 17. Comp. Reg May 21.
Hoffmann, Peter, Sekforde-st, Clerkenwell, Ladies' Bag Manufacturer. April 24. Comp. Reg May 20.
Hopton, Abney Chas, Cannock, Stafford, Doctor. May 1. Comp. Reg May 21.
Knowles, Thos, Seymour-st, Euston-sq, Chemist. May 15. Com. Reg May 18.
Levy, Abraham, Artillery-st, Bishopsgate-st, Woollen Draper. May 18. Comp. Reg May 21.
Longyear, Geo Silverlock, Landport, Hants, Painter. April 20. Comp. Reg May 18.
Mair, David, Southampton, Draper. April 22. Asst. Reg May 20.
Morris, Wm, Manch, Agent. May 18. Comp. Reg May 21.
Moulds, Wm, Grantham, Lincoln, Boot Maker. May 1. Asst. Reg May 18.
Moss, Rt, Mossley, Lancaster, Grocer. April 30. Asst. Reg May 20.
Murray, Wm, Manch, Draper. April 24. Asst. Reg May 20.
Murfin, Walter, Birm, Draper. April 23. Asst. Reg May 18.
Musgrave, John, Upper Wortley, York, Manufacturer. May 10. Asst. Reg May 21.
Myers, Emanuel Moses, Huntingdon-st, Caledonian-rd, Commercial Traveller. May 10. Comp. Reg May 17.
Ormerod, Rt, Manch, Calico Printer. April 22. Comp. Reg May 18.
Parry, Joseph, Llangollen, Denbigh, Cabinet Maker. April 26. Asst. Reg May 18.
Preston, John, jun, Aston New Town, Beerhouse Keeper. May 14. Comp. Reg May 18.
Redhead, Wm, & Wm Smith, Gateshead, Durham, Builders. April 20. Asst. Reg May 17.
Roberts, Thos, Landport, Hants, Cab Proprietor. April 20. Asst. Reg May 17.
Rowland, Lewis, Walkley, Sheffield, Butchers' Knife Hafter. May 8. Asst. Reg May 18.
Rutherford, Jas Douglas, Darlington, Durham, Stationer. April 29. Asst. Reg May 21.
Schmidt, Thos Hy, Canonbury-rd, Islington, Commercial Traveller. May 15. Comp. Reg May 18.
Secretan, Fras Herbert, St Bartholomew-rd, Camden-rd, Stock Jobber. May 17. Comp. Reg May 21.
Shackley, Edwd, Barrow-in-Furness, Lancaster, Tailor. May 1. Asst. Reg May 21.
Sharratt, Hy, Nantwich, Chester, Cap Manufacturer. May 10. Comp. Reg May 20.
Smart, Jas, Aberavon, Glamorgan, Beerhouse Keeper. April 29. Comp. Reg May 21.
Smith, Edwd, Bermondsey-st, Woolstapler. April 23. Asst. Reg May 20.
Steele, Adam, Kentish Town-rd, Grocer. April 25. Asst. Reg May 18.
Stiles, Danl Booth, & Wm Ball Stiles, Peterborough, Northampton, Builders. April 24. Inspectorship. Reg May 20.
Stout, Saml, Gt Grimsby, Lincoln, Innkeeper. April 26. Comp. Reg May 20.
Tackett, Robt, Central-st, St Luke, Butcher. May 20. Comp. Reg May 21.
Taylor, Thos Geo, Tottenham-rd, Kingsland, Leather Seller. April 25. Asst. Reg May 18.
Teale, Joseph, Ossett Common, York, Shopkeeper. April 29. Comp. Reg May 18.
Thorpe, Thos, Sheffield, Spring Knife Manufacturer. May 14. Comp. Reg May 21.
Todd, Geo, Cambridge, Builder. May 14. Comp. Reg May 20.
Trevault, Wm, Bilston, Stafford, Engineer. May 17. Comp. Reg May 21.
Trivelli, Victor, Bucklersbury, Merchant. April 20. Comp. Reg May 18.
Walker, Geo, Howley-pk, Morley, York, Dyer. April 25. Asst. Reg May 17.
Waterman, Wm, Landport, Southampton, Grocer. April 29. Asst. Reg May 21.
Wells, Wm Thos, Back Church-lane, Whitechapel, Rag Merchant. May 9. Comp. Reg May 20.
West, Edwd, Landport, Southampton, Saddler. May 16. Asst. Reg May 21.
Westlake, Thos, Bristol, Livery Stable Keeper. May 1. Asst. Reg May 18.
Westran, Wm, Sheffield, Publican. April 29. Comp. Reg May 21.
Whisstock, Wm, Woodbridge, Suffolk, Tailor. May 19. Comp. Reg May 20.
Wilson, Chas, Leeds, Wine Merchant. May 1. Comp. Reg May 18.
Wilton, Joseph Septimus, Doncaster, York, Grocer. May 7. Comp. Reg May 20.
Windebank, Richd, Luton, Bedford, Beer Shop Keeper. May 11. Comp. Reg May 20.
Wombell, Thos, Swinefleet, nr Goole, York, Wheelwright. May 8. Reg May 18.
Woodcock, Isaac, Gawthorpe, York, Woollen Spinner. May 11. Asst. Reg May 18.
Workman, Joseph, Walthamstow, Essex, Builder. May 14. Comp. Reg May 18.

Bankrupts.

FRIDAY, May 17, 1867.

To Surrender in London.

Abbot, Tom, Brunswick-st, Poplar, Journeyman Shipwright. Pet May 13. June 3 at 12. Buchanan, Basinghall-st.
Agate, Wm, Prisoner for Debt, London. Pet May 13 (for pau). June 3 at 12. Dobie, Basinghall-st.
Bennett, Chas Geo, Union-grove, Clapham, out of business. Pet May 14. June 3 at 12. Greenhill, Gracechurch-st.
Bowlting, Wm, Notting-hill, Bricklayer. Pet May 11. June 4 at 12. Hicks, Coleman-st.
Briggs, Wm, Hampton, Labourer. Pet May 14. June 4 at 2. Edwards, Bush-lane.
Davis, Thos, Prisoner for Debt, London. Pet May 15 (for pau). June 3 at 1. Dobie, Basinghall-st.
Dexter, Saml, Colebrook-row, Islington, Lodginghouse-keeper. Pet May 14. June 4 at 1. Smith & Co, Bread-st, Cheapside.
Delger, John, Charlotte-st, Caledonian-rd, Watchmaker. Pet May 14. June 3 at 12. Goatly, Bow-st.
Gamgee, John, Queen's-rd, Bayswater, Veterinary Surgeon. Pet May 10. June 3 at 11. Rooks & Co, Eastcheap.
Gardner, Chas, Prisoner for Debt, London. Pet May 13 (for pau). June 3 at 1. Hicks, Coleman-st.
Hornfeck, Hy Alfred John, Mansfield-pl, Kentish-town, Builder. Pet May 14. June 3 at 1. Boulton, Berners-st.
Johnson, Wm, Lancaster-rd, West Kensington-pk, Hosier. Pet May 11. June 4 at 12. Spicer, Staple-inn.
Jonas, Adolph, Mortlake, Commercial Traveller. Pet May 14. June 3 at 1. Jones, New-inn.
King, John King, Desborough-pl, Harrow-rd, Undertaker. Pet May 13. June 4 at 1. Dobie, Basinghall-st.
Maidwell, John, East Tuddenham, Norfolk, Farmer. Pet May 8. June 3 at 12. Chidley, Old Jewry.
Moore, Wm, Woodbridge-st, Clerkenwell, Tailor. Pet May 9. June 5 at 2. Hope, Ely-pl.
Newdick, Shadrach. Prisoner for Debt, London. Pet May 15 (for pau). June 3 at 2. Dobie, Basinghall-st.
Parker, Thos, High Ferrers, Northampton, Shoe Manufacturer. Pet May 13. June 3 at 11. Lewis & Whitbourne, Basinghall-st.
Prosser, Evan, Brighton, out of business. Pet May 11. June 4 at 12. Wood, Basinghall-st.
Roberts, John Thos, Prisoner for Debt, London. Pet May 13 (for pau). June 4 at 1. Pittman, Guildhall-chambers.
Shipton, Wm, Rockhill's Farm, Essex, Farm Labourer. Pet May 15. June 3 at 1. Daniels & Co, Fore-st.
Siggers, John, Rickmansworth, Hertford, Painter. Pet May 9. June 4 at 11. Hope, Ely-pl, Holborn.
Sills, Edwin, St David's-st, Newington, Labourer. Pet May 9. June 4 at 11. Beaussent, New Broad-st.
Stockdale, Robt, Lawrence-lane, Cheapside, Chenile Hair Net Manufacturer. Pet April 18. June 4 at 1. Rooks & Co, Eastcheap.
Stocker, Thos, Upper Uxbridge-st, Kensington, Carriage Driver. Pet May 15. June 6 at 12. Olive, Portsmouth-st.
Stuart, Hy, Cork-st, Burlington-gardens, Tailor. Pet May 13. June 3 at 12. Harrison & Co, Old Jewry.
Thornes, Fras Alfred, Harwood-ter, Fulham, Builder. Pet May 9. June 3 at 11. Ring, Basinghall-st.
Wedekind, Geo, Clarendon-rd, Notting-hill, Cabinet Maker. Pet May 11. June 3 at 11. Hicks, Coleman-st.
Weston, Thos Richd, Portsea, Hants, Hotel Keeper. Pet May 14. May 29 at 2. Smith & Co, Bread-st.
Wilkins, John, High-st, Camden-town, Draper. Pet May 11. June 3 at 12. Reed & Phelps, Gresham-st.
Wyatt, Geo, Cunningham-pl, Maida-hill, out of business. Pet May 10. June 6 at 12. Biddle, South-sq, Gray's-inn.

To Surrender in the Country.

Allison, Joseph, Kingston-upon-Hull, out of business. Pet May 14. Kingston-upon-Hull, May 30 at 11. Spurr & Chambers, Hull.
Armstrong, Joseph, Brampton, Cumberland, Boot and Shoe Maker. Pet May 14. Newcastle-upon-Tyne, May 31 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Bate, Benj, Smallthorne, Stafford, Shingler. Pet May 11. Hanley, June 15 at 11. Tennant, Hanley.
Biffin, Wm, Nailsea, Somerset, Chemist. Pet May 11. Bristol, May 31 at 12. Cook, jun, Bridgwater.
Bradley, Francis, Swanwick, Derby, Butcher. Pet May 7. Alfreton, June 4 at 12. Smith, Derby.
Bull, Wm Holt, Lingfield, Surrey, Farmer. Pet May 13. East Grinstead, June 6 at 11. Burt, East Grinstead.
Butler, Thos Edwd, Gloucester, Fish, Egg, and Fruit Dealer. Pet May 13. Gloucester, May 30 at 12. Cooke, Gloucester.

Cardall, John, Burslem, Stafford, Miner. Pet May 11. Tunstall, June 15 at 11. Holmes, Burslem.
Charlesworth, John, jun, Tunstall, Stafford, Writing Clerk. Pet May 11. Hanley, June 15 at 11. Litchfield, Newcastle-under-Lyme.
Cole, Matthew, Guildford, Surrey, Corn Dealer. Pet May 11. May 25 at 3. White, Dane's-inn, Strand.
Cox, John Davis, Bristol, out of business. Pet May 13. May 31 at 12.
Cropper, Jonathan, Rochdale, Lancaster, Beerseller. Pet May 13. Rochdale, May 30 at 11. Holland, Rochdale.
Crosier, Jonas, Newcastle-upon-Tyne, Livery Stable Keeper. Pet May 15. Newcastle-upon-Tyne, June 5 at 12. Bousfield, Newcastle-upon-Tyne.
Davies, Wm, Birm, Clerk. Pet May 14. Birm, May 31 at 10. Rowlands, Birm.
Davison, John, Birkenhead, Chester, Boot Maker. Pet May 15. Birkenhead, May 31 at 2. Moore, Birkenhead.
Finningley, John, Chorlton-upon-Medlock, Lancaster, Beer Retailer. Pet May 13. Manch, June 3 at 11. Law, Manch.
Ford, Hy Wm, Bath. Pet May 15. Bristol, May 29 at 11. Fussell & Pritchard, Bristol.
Gill, Geo, Sheffield, Beerhouse Keeper. Pet May 13. Sheffield, June 5. at 1. Dyson, Sheffield.
Goodman, Saml, Redruth, Cornwall, Cabinet Maker. Pet May 16. Exeter, May 28 at 12. Fryer, Exeter.
Griffiths, Silas, Churchbridge, Worcester, Retail Brewer. Pet May 13. Oldbury, May 29 at 11. Shakespeare, Oldbury.
Guest, Joseph, & John Guest, Lower Gornal, Stafford, Butty Miners. Pet May 7. Dudley, May 30 at 12. Warmington, Dudley.
Head, John, Lingfield, Surrey, Blacksmith. Pet May 11. East Grinstead, May 30 at 11. Hastie, East Grinstead.
Holdroyd, Squire, Cleckheaton, York, Joiner. Pet May 13. Bradford, May 28 at 9.45. Hill, Bradford.
Horne, Jacob, Spalding, Lincoln, Grocer. Pet May 13. Spalding, June 1 at 10. Percival, Spalding.
Howarth, Hy, Prisoner for Debt, Manch, Adj April 16. Salford, June 1 at 9.30. Nuttall, Manch.
Hudson, Edwd, King's Lynn, Norfolk, Blacksmith. Pet May 15. King's Lynn, May 28 at 11. Wilkin, King's Lynn.
Hudson, Wm, Weston, Somerset, Beerseller. Pet May 14. Bath, May 30 at 11. Bartrum, Bath.
Hughes, John, Llangefni, Anglesea, Grocer. Pet May 15. Llangefni, May 30 at 11. Hughes, Llanerchymedd.
Hughes, Jas, Newport, Salop, Coach Builder. Pet May 15. Birm, May 29 at 12. James & Griffin, Birm.
Kendall, Wm, Camborne, Cornwall, Builder. Pet May 9. Redruth, May 29 at 12.
Lewis, Hy, Prisoner for Debt, Winchester. Adj April 18. Southampton. May 25 at 12. Lobb, Southampton.
Llewelyn, Hy, Merthyr Tydfil, Glamorgan, Miner. Pet May 14. Merthyr Tydfil, May 27 at 11. Lewis, Merthyr Tydfil.
Mackereth, Thos, Carlisle, Cumberland, Grocer. Pet May 13. Newcastle-upon-Tyne, May 31 at 11.30. Watson, Newcastle-upon-Tyne.
McLachlan, Robt, Prisoner for Debt, Leicester. Adj May 10. Nottingham, May 28 at 11. Maples, Nottingham.
Medwell, Wm, King's Lynn, Norfolk, Coach Maker. Pet May 15. King's Lynn, May 28 at 11. Ward, King's Lynn.
Moss, Jas, Nottingham, Engine Fitter. Pet May 13. Nottingham, June 5 at 11. Belk, Nottingham.
Palmer, Philip, jun, Norwich, Dealer in Drapery Goods. Pet May 11. Norwich, May 27 at 11. Sadd, Norwich.
Parsons, David, Prisoner for Debt, Stafford. Adj May 9. Birm, May 29 at 12. James & Griffin, Birm.
Pearce, Wm, Sunderland, Durham, out of business. Pet May 14. Sunderland, June 4 at 1. Eglinton, Sunderland.
Pearson, Peter, Prisoner for Debt, Stafford. Adj May 9. Birm, May 29 at 12. James & Griffin, Birm.
Place, Geo, Leamside, Durham, Mason. Pet May 2. Durham, May 28 at 11. Stafford, Durham.
Peverill, Geo, Prisoner for Debt, Newcastle-upon-Tyne. Adj May 11. Newcastle, June 1 at 10. Hoyle, Newcastle-upon-Tyne.
Rayner, Geo, Peterborough, Northampton, Beerhouse Keeper. Pet May 4. Peterborough, May 25 at 11. Smedley, Peterborough.
Roberts, Josiah, Hanley, Stafford, Boot Maker. Pet May 14. Hanley, June 15 at 11. Sutton, Burslem.
Roberts, Rt, Cefnmaur, Denbigh, Innkeeper. Pet May 13. Wrexham, May 30 at 11. Sherratt, Wrexham.
Rogers, Joseph Wm, Edge, Chester, Gent. Pet May 13. Lpool, May 28 at 12. Evans & Co, Lpool.
Rothery, Joshua, Lpool, Draper. Pet May 16. Lpool, May 31 at 11. Husband, Lpool.
Rowland, Sarah Ann, Burton-on-Trent, Stafford, Milk Seller. Pet May 13. Burton-on-Trent. June 3 at 1. Smith, Derby.
Rowley, Wm, Stourbridge, Worcester, Baker. Pet May 13. Stourbridge, June 3 at 10. Parry, Birm.
Sanderson, Joshua, Huddersfield, York, Innkeeper. Pet May 7. Huddersfield, May 30 at 10. Sykes, Huddersfield.
Scriven, Benj, Prisoner for Debt, Bristol. Adj May 15 (for pau). May 31 at 12.
Simmonds, Francis, Birm, Railway Policeman. Pet May 14. Birm, May 31 at 10. Francis, Birm.
Snowdon, Edwd, Sunderland, Durham, Hotel and Beerhouse Keeper. Pet May 14. Sunderland, June 4 at 1. Steel, Sunderland.
Starbuck, Geo, jun, Claughton, Chester, Railway Carriage Builder. Pet May 15. Lpool, May 31 at 11. Hull & Co, Lpool.
Stevens, Thos Grylls, Redruth, Cornwall, Grocer. Pet May 7. Redruth May 29 at 11.
Sykes, Francis, Bennet Thorpe, York, Contractor. Pet May 13. Doncaster, May 30 at 12. Sugg, Sheffield.
Tamplin, Edwd Wm, Ferndale, Glamorgan, Police Constable. Pet May 13. Pontypridd, May 28 at 12. Linton, Aberdare.
Thomas, Joseph, Llanwonno, Glamorgan, Collier. Pet May 13. Aberdare, May 29 at 12. Rosser, Aberdare.
Thomas, Richd, & Jane Thomas, Birm, out of business. Pet May 13. Birm, May 29 at 12. Allen, Birm.
Vanes, John, Barrow-in-Furness, Lancaster, Boiler Maker. Pet May 11. Ulverston, May 30 at 10. Relph, Barrow-in-Furness.
Webber, Wm, North Petherton, Somerset, Pig Dealer. Pet May 14. Bridgwater, June 5 at 10. Veysey, Bridgwater.
Whitehead, Geo, Bristol, Shoemaker. Pet May 13. Bristol, May 31 at 12. Roper.
Williams, John, Penfordd, Cardigan, Master Tailor. Adj May 13. Cardigan, June 4 at 11. Mitchell, Cardigan.
Woolcock, Chas Wesley, Falmouth, Cornwall, Baker. Pet May 13. Falmouth, June 1 at 11. Pender, Falmouth.
Young, Wm, jun, Ryde, Isle of Wight, Greengrocer. Pet May 14. Newport, May 29 at 11. Urry.

TUESDAY, May 21, 1867.

To Surrender in London.

Barclay, Dacre Bruce, North-pl, Child's-hill, Hendon, no occupation. Pet May 17. June 3 at 2. Hillearys & Tunstall, Fenchurch-buildings.
Brochard, Gustave, & Joseph Cock, Portland-pl, Cambridge-rd, Hackney, Bead Importers. Pet May 13. June 3 at 12. Porter, Church-rd, Edmonton.
Brown, Alfred Thos, Prisoner for Debt, London. Pet May 15. June 3 at 1. Dobie, Basinghall-st.
Burfield, Geo, Lewisham-rd, Lewisham, Journeyman Carpenter. Pet May 15. June 4 at 2. Brown, Weavers'-hall, Basinghall-st.
Burke, Thos Fitzmaurice, Prisoner for Debt, London. Adj May 15, June 5 at 11.
Butter, John, sen, West Dereham, Norfolk, Farmer. Pet May 17. June 6 at 1. Brook, New-inn, Stand.
Cantell, Chas, Eynsham, Oxford, Flymaster. Pet May 16. June 3 at 2. Pittman, Guildhall-chambers.
Carter, Wm, Prisoner for Debt, London. Adj May 15. June 5 at 11.
Carter, Thos, Gaisford-st, Kentish-town, Commission Agent. Pet May 15. June 3 at 2. James, Guildhall-chambers.
Chapman, Nathan, Prisoner for Debt, Hertford. Adj May 15. June 5 at 11.
Cooper, Chas, Prisoner for Debt, London. Pet May 17 (for pau). June 5 at 12. Hicks, Coleman-st.
Crosbie, Emma Jessie, St George's Villa, Compton-rd, Canonbury-sq, Spinster. Pet May 16. June 4 at 12. Tibbett, Field-ct, Gray's-inn.
Dear, Rd Wm, jun, Globe-st, Green-st, Bethnal-green, Draper. Pet May 15. June 4 at 2. Ring, Basinghall-st.
Evans, John Geo, Ealing, out of business. Pet May 15. June 4 at 2. Worthington & Co. Milk-st.
Frampton, Fredk, Victoria Theatre, Waterloo-rd, & Fredk Fenton, Theatrical Managers. Pet May 16. June 3 at 1. Miller & Stubbs, Eastcheap.
Francis, Jas. Adj May 15. June 5 at 12.
Greensill, Jas Saml, Welling, Clerk in the Royal Arsenal, Woolwich. Pet May 17. June 12 at 11. Lewis & Lewis, Ely-pl.
Krantz, Julius, Cooper's-ter, Bird in Bush-rd, Peckham, Laundryman. Pet May 7. June 12 at 11. Kent, Mitre-court-chambers, Temple.
Lefever, Geo, Old Kent-rd, out of business. Pet May 17. June 12 at 12. Kent, Cannon-st.
Mark, John, York-pl, Nunhead-green, Peckham-rye, out of business. Pet May 16. June 6 at 12. Mason, Symond's-inn, Chancery-lane.
Moore, Wm, Woodbridge-st, Clerkenwell, Tailor. Pet May 9. June 5 at 2. Hope, Ely-pl,
Osborne, Geo, jun, Russell-ter, Battersea-pk, Cheesemonger. Pet May 17. June 12 at 11. Lund, Castle-st, Holborn.
Osborne, Geo, Ludgate-hill, Cheesemonger. Pet May 7. June 6 at 12. Lawrance & Co, Old Jewry-chambers.
Poole, John Dan, Prisoner for Debt, London. Pet May 16 (for pau). June 12 at 12. Harrison, Basinghall-st.
Rashleigh, Edwd, Chapel-st, Bedford-row, Lodging House Keeper. Pet May 16. June 3 at 2. Fereday, Bedford-row.
Rogers, Geo, jun, Haines-pl, Forest-hill, Contractor. Pet May 17. June 5 at 12. Daniels & Co, Fore-st.
Rossiter, Edwd, Prisoner for Debt, London. Pet May 16 (for pau). June 3 at 2. Cornford, Elm-ct, Temple.
Ross, Peter, Prisoner for Debt, London. Adj May 15. June 5 at 12.
Smith, Frank, Prisoner for Debt, London. Adj May 13. June 12 at 12.
Smith, Edwin Matthew, Parade, Lambeth-walk, out of employ. Pet May 17. June 3 at 2. Hicks, Coleman-st.
Thorne, Chas, Lawn-ter, Blackheath, out of business. Pet May 16. June 3 at 1. Lewis, Gt James-st, Bedford-row.
Tucker, Richmond Higinbotham, Porteus-rd, Paddington, Dentist. Pet May 15. June 3 at 1. Dean & Taylor, Westminster-chambers, Victoria-st.
Walker, Fredk, Gracefield-terrace, Peckham-grove, Camberwell, out of business. Pet May 13. June 3 at 12. Stanley, Austin-friars.
Watson, Rd, Gravesend, Kent, Licensed Victualler. Pet May 18. June 6 at 2. Lewis & Co, Old Jewry.
Weston, John Hy, Kennington-rd, Lambeth, Chandelier Manufacturer. Pet May 16. June 4 at 2. Sydney, Jewry-st, Aldgate.
White, Robt, Albany-rd, Camberwell, Ginger Beer Manufacturer. Pet May 15. June 6 at 1. Smith, Southampton-st, Strand.
Whitehead, Wm Rufus, Chatham, Kent, Milliner. Pet May 18. June 3 at 2. Nichols & Clark, Cook's-ct, Carey-st.
Wilde, Joseph, High-st, Forest-hill, House Painter. Pet May 16. June 12 at 11. Peddell, Basinghall-street.
Wilkinson, Thos Raymond, Princes-st, Little Queen-st, Holborn, Dressing Case Maker. Pet May 17. June 3 at 2. Angell, Guildhall-yd.
Wilson, Wm, & Joseph Hy Neville, Lambeth-rd, out of business. Pet May 18. June 5 at 12. Lewis & Whitbourne, Basinghall-st.

To Surrender in the Country.

Bradshaw, Fras, York, out of business. Pet May 18. Sheffield, June 5 at 1. Binney & Son, Sheffield.
Brereton, Ralph, Runcorn, Chester, Beerseller. Pet May 11. Runcorn, June 18 at 11. Clark, Runcorn.
Boulton, Geo, Northwood, Stafford, out of business. Pet May 18. Hanley, June 15 at 11. Tennant, Hanley.
Chinery, Robt, Somersham, Suffolk, out of business. Pet May 16. Ipswich, May 31 at 11. Pollard, Ipswich.
Christie, Chas Coke, Lpool. Pet May 18. Lpool, June 4 at 11. Snowball & Copeman, Lpool.

Clark, Thos, Prisoner for Debt, Bedford. Adj May 15. Leighton Buzzard' June 5 at 11. Jessopp, Bedford.
Clews, Wm, Walsall Wood, Stafford, Miner. Pet May 15. Walsall, June 3 at 12. Wilson, Lichfield.
Darke, John Rolle, Chulmleigh, Devon, Licensed Victualler. Pet May 17. Exeter, May 31 at 1. Flond, Exeter.
Denton, Geo Thos, Leeds, Merchant. Pet May 20. Leeds, June 3 at 11. Upton, Leeds.
Dixon, Fras, Birm, Assistant Librarian. Pet May 16. Birm, June 21 at 10. Jacques, Birm.
Eggett, John, Prisoner for Debt, Chesterton. Pet April 23. Wisbeach, May 29 at 11. French, Cambridge.
Emmerson, John, Wolsingham, Durham, Innkeeper. Pet May 16. Wolsingham, June 4 at 10. Dolphin, Wolsingham.
Fleming, Thos, North Bitchburn, Durham, Boot and Shoe Maker. Pet May 17. Bishop Auckland, May 30 at 2. Brignall, Bishop Auckland.
Gibson, Pembroke, & Robt Innes, Lpool, Cotton Brokers. Pet May 2. Lpool, June 3 at 11. Woodburn & Pemberton, Lpool.
Goodall, Jas, Thos Fox, & Joseph Stocks, Heckmondwike, York, Woollen Spinners. Pet May 16. Leeds, June 3 at 11. Simpson, Leeds.
Hanson, Thos, Shelf, York, Stonemason. Pet May 16. Halifax, May 31 at 10. Storey, Halifax.
Jessop, Geo, Southampton, Builder. Pet May 17. Southampton, June 1 at 12. Mackey, Southampton.
Johnstone, Jeremiah Chas, Rock Ferry, Chester, Officer of Customs. Pet May 17. Lpool, June 4 at 11. Best, Lpool.
Knight, Isabella, Prisoner for Debt, York. Adj May 7. Rotherham, June 17 at 1. Roberts, Sheffield.
Langdale, Marmaduke, Manch, out of business. Pet May 16. Salford, June 1 at 9.30. Eltoft & Hampson, Manch.
Laycock, Thos, Leeds, Auctioneer. Pet May 16. Leeds, June 7 at 12. Harle, Leeds.
Mabbott, Wm, Manch, Insurance Agent. Pet May 10. Manch, June 6 at 11. Leigh, Manch.
Means, Wm, Stratford-upon-Avon, Warwick, Tailor. Pet May 15. Stratford-upon-Avon, June 3 at 11. Warden, Stratford-upon-Avon.
Mitchell, Jas, Church Gresley, Derby, Potter. Pet May 15. Burton-on-Trent, June 3 at 1. Wilson, Lichfield.
Morgan, Owen, & John McDonnell, Birm, General Factors. Pet May 16. Birm, June 5 at 12. Duke, Birm.
Morgan, Thos, Aberaman, Glamorgan, Sinker. Pet May 15. Aberdare, June 4 at 12. Rosser, Aberdare.
Morris, Wm, Llanfrothen, Merioneth, Quarryman. Pet May 14. Portmadock, June 1 at 11. Williams, Dolgelley.
Orphin, Edwin, Colchester, Essex, Inkeeper. Pet May 15. Colchester, June 8 at 11.30. Jones, Colchester.
Pakeman, John, Lane-head, nr Willenhall, Stafford, Timber Dealer. Pet May 16. Birm, May 31 at 12. Duignan & Co, Walsall.
Parsons, Thos, Blaby, Leicester, Labourer. Pet May 13. Leicester, June 1 at 10. Owston, Leicester.
Price, Thos, Darlington, Durham, Beerhouse Keeper. Pet May 17. Darlington, June 3 at 10. Robinson, Darlington.
Purden, Thos, Oulton, Stafford, out of business. Pet May 17. Birm, June 5 at 12. James & Griffin, Birm.
Richardson, Matthew, Commonside, Hangingheaton, York, Woollen Manufacturer. Pet May 17. Dewsbury, May 31 at 3. Chadwick & Son, Dewsbury.
Richley, Thos, Newcastle-upon-Tyne, Assistant Grocer. Pet May 15. Newcastle, June 1 at 10. Joel, Newcastle-upon-Tyne.
Roberts, Thos, Denbigh, Boot and Shoe Maker. Pet May 17. Lpool, June 4 at 12. Evans & Co, Lpool.
Roberts, John, Rhyl, Flint, Butcher. Pet May 17. St Asaph, June 14 at 10. Williams, Rhyl.
Rowlands, Wm, Prisoner for Debt, Walton. Adj May 15. Lpool, June 4 at 11.
Shaw, Joshua, Longport, Stafford, Boat Builder. Pet May 17. Hanley, June 15 at 11. Salt, Tunstall.
Shrubsall, Jas, Dover, Kent, out of business. Pet May 16. Ashford, June 3 at 10. Minter, Folkeston.
Simpson, Jas, Leeds, Journeyman Joiner. Pet May 16. Leeds, June 7 at 12. Harle, Leeds.
Smith, Mark, York, Malton. Pet May 20. Leeds, June 6 at 11. Pullan, Leeds.
Stevens, Walter, Birm, Musician. Pet April 13. Birm, May 31 at 10. Parry, Birm.
Turton, Wm, Marton, York, Miller. Pet May 14. York, June 6 at 11. Shackleton & Whiteley, Leeds.
Westcott, Geo, Cathay, Bristol, out of business. Pet May 18. Bristol, June 1 at 11. Hill, Bristol.

BANKRUPTCIES ANNULLED.

FRIDAY, May 17, 1867.

Child, Geo Edmd, Southwold, Suffolk, Ironfounder and Contractor. May 11.
Curling, Hy Onslow, Porchester-ter, Bayswater, Attorney-at-Law. May 15.
Sharples, Hugh, Prisoner for Debt, Lancaster. May 14.

LONDON AND COUNTY BANKING COMPANY.

ESTABLISHED 1836.

SUBSCRIBED CAPITAL, £1,875,000, IN 37,500 SHARES OF £50 EACH.
PAID-UP CAPITAL, £750,000. RESERVE FUND, £250,000.

DIRECTORS

NATHANIEL ALEXANDER, Esq.
JOHN EDMUND ANDERDON, Esq.
THOS. TYRINGHAM BERNARD, Esq.
PHILIP PATTON BLYTH, Esq.
JOHN WILLIAM BURMESTER, Esq.
H. C. E. CHILDERS, Esq., M.P.
COLES CHILD, Esq.
JOHN FLEMING, Esq.
FREDERICK HARRISON, Esq.
WILLIAM CHAMPION JONES, Esq.
WILLIAM NICOL, Esq.

Trustees.

P. P. BLYTH, Esq. J. W. BURMESTER, Esq. W. CHAMPION JONES, Esq.

Auditors.

WILLIAM NORMAN, Esq. RICHARD H. SWAINE, Esq.

General Manager.

WILLIAM McKEWAN, Esq.

Chief Inspector.
W. J. NORFOLK, Esq.

Assistant General Manager.
WILLIAM HOWARD, Esq.

Chief Accountant
JAMES GRAY, Esq.

Inspectors of Branches.
H. J. LEMON, Esq., and C. SHERRING, Esq.

Solicitors.
Messrs. WILKINSON & Co.

Secretary.
F. CLAPPISON, Esq.

HEAD OFFICE, 21, LOMBARD STREET.

HOLBORN BRANCH, 324 and 325, High Holborn.

THE LONDON AND COUNTY BANK OPENS DRAWING ACCOUNTS with Commercial Houses and Private Individuals, either upon the plan usually adopted by other Bankers, or by charging a small Commission to those persons to whom it may not be convenient to sustain an agreed permanent balance.

DEPOSIT ACCOUNTS.—Deposit Receipts are issued for sums of Money placed on these Accounts, and Interest is allowed for such periods and at such rates as may be agreed upon, reference being had to the state of the Money Market.

CIRCULAR NOTES AND LETTERS OF CREDIT are issued, payable in the principal Cities and Towns of the Continent, in Australia, Canada, India, and China, the United States, and elsewhere.

THE PURCHASE AND SALE OF GOVERNMENT and other STOCKS, of English or Foreign Shares, effected, and the Dividends, Annuities, &c., received for Customers of the Bank.

GREAT FACILITIES are also afforded to the Customers of the Bank for the Receipt of Money from the Towns where the Company has Branches.

THE OFFICERS OF THE BANK are bound not to disclose the transactions of any of its Customers.

By Order of the Directors,
W. M'KEWAN, General Manager

ORIENTAL BANK CORPORATION.

Incorporated by Royal Charter, 30th August, 1851. Paid-up Capital £1,500,000; Reserved Fund, £444,000.

COURT OF DIRECTORS.

CHAIRMAN—HARRY GEORGE GORDON, Esq.

DEPUTY-CHAIRMAN—WILLIAM SCOTT BINNEY, Esq.

James Blyth, Esq.
Duncan James Kay, Esq.
Alexander Mackenzie, Esq.
Lestock Robert Reid, Esq.
Patrick F. Robertson, Esq., M.P.
James Walker, Esq.

Charles J. F. Stuart, Esq., Chief Manager.

BANKERS.

The Bank of England; The Union Bank of London.

The Corporation grant drafts and negotiate or collect bills payable at Bombay, Calcutta, Madras, Pondicherry, Ceylon, Hong Kong, Shanghai, Yokohama, Singapore, Mauritius, Melbourne, and Sydney, on terms which may be ascertained at their office. They also issue circular notes or the use of travellers by the Overland Route.

They undertake the agency of parties connected with India, the purchase and sale of Indian securities, the safe custody of Indian Government paper, the receipt of interest, dividends, pay, pensions, &c., and the effecting of remittances between the above-named dependencies.

They also receive deposits of £100 and upwards, repayable at ten days' notice, and also for longer periods, the terms for which may be ascertained on application at their office.

Office hours, 10 to 3; Saturdays, 10 to 2.

Threadneedle-street, London 1867.

THE AGRA BANK (LIMITED).

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

BANKERS.

Messrs. GLYN, MILLS, CURRIE, & Co., and BANK OF ENGLAND.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—

At 5	per cent.	per annum,	subject to	12	months' notice of withdrawal.
At 4	ditto	ditto	6	ditto	ditto.
At 3	ditto	ditto	3	ditto	ditto.

EXCEPTIONAL RATES for longer periods than twelve months, particulars of which may be obtained on application.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken. Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency, British and Indian, transacted.

M. BALFOUR, Manager.

CLERICAL, MEDICAL, AND GENERAL LIFE ASSURANCE SOCIETY.

BONUS MEETING, 1867.

The Report presented at a Meeting held on the 3rd January last, for the declaration of the Eighth Bonus, showed,

1.—As to the progress of the Society.

that during the quinquennial period which terminated on the 30th June, 1866,

New Assurances for a total sum of £1,518,181, and yielding £50,497 in Annual Premiums, has been effected, of which sums the former exceeded by £31,811. and the latter by £2,392, the corresponding items of any previous period; that

The Income had increased from £195,400 to £215,327 per annum; and that

The Assurance Fund, after payment of £85,303 on account of Bonus at the last Division, had risen from £1,422,191 to £1,619,539.

2.—As to the financial position of the Society.

That the Assets on the 30th June, 1866, were	£1,619,539 14 8
And the Liabilities on the same date	1,343,708 19 2
Leaving a surplus of	£275,830 15 6

and that, after setting aside £50,000 as a special reserve fund,

The Available Profit was £225,830 15s. 6d., of which sum £225,000 was recommended for division.

3.—As to the Results of the Division.

That the portion of this sum of £225,000—viz., five-sixths, or £187,500—which fell to the Assured, would yield a

Reversionary addition to the Policies of £272,682, averaging 45 per Cent., or varying, with the different ages, from 32 to 85 per Cent. on the premiums paid since the last division; and that the

Cash Bonus, which is the exact equivalent of such reversionary Bonus, would average 26 per Cent. of the like premiums.

The Report explained at length the nature of the Investments and the bases of the calculations, the results of which, as above shown, are eminently favourable.

The next Division of Profits will take place in January, 1872, and Persons who effect New Policies before the end of June next will be entitled at that division to one year's additional share of Profits over later Assurers.

Prospectuses, Forms of Proposal, the Report above mentioned, and a detailed account of the proceedings of the Bonus meeting, can be obtained from any of the Society's Agents; or of

GEORGE CUTCLIFFE, Actuary and Secretary,
13, St. James's-square, London, S.W.

COMMISSION.

10 per Cent. on the First Premium, and 5 per Cent. on Renewals, is allowed to Solicitors. The Commission will be continued to the person introducing the Assurance, without reference to the channel through which the Premiums may be paid.

SOLICITORS' BENEVOLENT ASSOCIATION.

INSTITUTED 1858.

The Seventh Annual Festival

IN AID OF THE FUNDS OF THIS ASSOCIATION, WILL TAKE PLACE AT

WILLIS'S ROOMS, KING STREET, ST. JAMES'S LONDON,

ON MONDAY, THE 10th OF JUNE, 1867,

THE RIGHT HON. THE LORD CHIEF JUSTICE BOVILL

IN THE CHAIR.

STEWARDS.

GEORGE BRINDLEY ACWORTH, Esq., Rochester.
WILLIAM SIMMONS ALLEN, Esq., Birmingham.
JAMES ANDERTON, Esq., London.
THOMAS AVISON, Esq., Liverpool.
EDWIN BALL, Esq., Pershore.
GEORGE WILLIAM BARNARD, Esq., London.
ARTHUR BARNES, Esq., Lichfield.
GEORGE BEETHAM BATCHELOR, Esq., London.
THOMAS BEARD, Esq., London.
THOMAS WARD BLAGG, Esq., St. Albans.
WILLIAM FRANK BLANDY, Esq., Reading.
JOHN BARON BOWKER, Esq., Bishop's Stortford.
ALFRED ISAAC BRISTOW, Esq., London.
ALFRED RHODES BRISTOW, Esq., London.
EDWARD BROMLEY, Esq., London.
THOMAS KEMMIS BROS, Esq., M.A., London.
EDWARD BURKITT, Esq., London.
WILLIAM CHUBB, Esq., London.
HENRY CHURCHILL, Esq., Deddington.
EDMUND FRANCIS DAVIS, Esq., London.
GRANTHAM ROBERT DODD, Jun., Esq., London.
CHARLES FEW, Esq., London.
FREELAND FILLITER, Esq., Wareham.
JAMES FLUKER, Esq., London.
JOHN THOMAS FRY, Esq., London.
KEDGWIN HOSKINS FRYER, Esq., Gloucester.
WILLIAM BROOKS GATES, Esq., Northampton.
OLIVER GREEN, Esq., London.
GEORGE CATTELL GREENWAY, Esq., Warwick.
THOMAS HAMLIN, Esq., Wrington.
THOMAS HARRISON, Esq., London.
ALEXANDER HART, Esq., Dorking.
JOHN HART, Esq., Dorking.
WILLIAM HINE HAYCOCK, Esq., London.
EDWIN HEDGER, Esq., London.
THOMAS HODGSON, Esq., York.
HENRY WILCOCKS HOOPER, Esq., Exeter.
EDWARD E. P. KELSEY, Esq., Salisbury.
JOHN KENDALL, Esq., London.
HENRY KIMBER, Esq., London.
FREDERICK AUGUSTUS LEWIS, Esq., London.
MATTHEW SKINNER LONGMORE, Esq., Hertford.
EDWARD MACKESON, Esq., London.
HENRY MARKBY, Esq., London.
JOHN WILLIAM MARSH, Esq., London.
BENJAMIN MARSLAND, Esq., London.
RICHARD SMITH MASON, Esq., London.
AUGUSTUS WAKEFORD MAY, Esq., London.
JOHN BRADDICK MONCKTON, Esq., London.
JOHN MULLINGS, Esq., Cirencester.
THOMAS FRANCIS PEACOCK, Esq., London.
JUSTLY PEARSON, Esq., Liverpool.
JOSHUA JOHN PEELE, Esq., Shrewsbury.
JAMES POPHAM, Esq., London.
GEORGE W. K. POTTER, Esq., Secondary of London.
WILLIAM NAPIER REEVE, Esq., Leicester.
PHILIP RICKMAN, Esq., London.
ALFRED JOSEPH RIDDLE, Esq., London.
JAMES ANDERSON ROSE, Esq., London.
CHARLES SAWBRIDGE, Esq., London.
WALTER SCADDING, Esq., London.
WILLIAM SHAEN, Esq., M.A., London.
CHARLES AUGUSTIN SMITH, Esq., Greenwich.
SIDNEY SMITH, Esq., London.
HENRY SOWTON, Esq., London.
JOHN STALLARD, Esq., Worcester.
JOHN SMALE TORR, Esq., London.
HENRY WALKER, Esq., London.
GEORGE BRASH WHEELER, Esq., London.

Dinner Tickets, One Guinea each, may be obtained of the Secretary, or of any of the Stewards.

DINNER ON THE TABLE AT HALF-PAST SIX O'CLOCK.

9, CLIFFORD'S INN, LONDON, E.C. THOMAS EIFFE, Secretary.

Bankers.—THE UNION BANK OF LONDON, CHANCERY LANE BRANCH.

United Law Clerks' Society.

ESTABLISHED 14th APRIL, 1832.

PATRONS.

THE RIGHT HON. THE LORD HIGH CHANCELLOR.
THE RIGHT HON. LORD CRANWORTH.

TRUSTEES.

EDWARD SMITH BIGG, Esq., The Hyde, Crawley.
FRANCIS THOS. BIRCHAM, Esq. NATHANIEL C. MILNE, Esq.

THE THIRTY-FIFTH ANNIVERSARY DINNER

WILL TAKE PLACE IN

THE FREEMASONS' HALL, GREAT QUEEN STREET,

ON FRIDAY, THE 14th JUNE, 1867.

THE HON. THE VICE-CHANCELLOR SIR RICHARD MALINS IN THE CHAIR.

THE UNITED LAW CLERKS' SOCIETY was established in 1832 by a few Managing Clerks, who had long witnessed with pain the distressed condition of many of their fellow Clerks when deprived of health, or past labour, and also the sufferings often endured by their Widows and Families on their decease, for which provision was seldom made. A Fund was created by small monthly contributions, out of which relief was to be afforded in sickness, pensions granted to aged and infirm Members, and assistance given to the families of deceased Members.

A Benevolent Fund, to which every Member contributed, was also formed to assist distressed Clerks (whether Members or not), their Widows and Families, with small gifts of money, not exceeding £5. Under certain necessary restrictions, this assistance is afforded to all deserving Law Clerks and their Families, whose distress is not the result of their own misconduct.

Among the benefits are,—

A weekly allowance in sickness of	£1 1 0
Pensions payable weekly, varying from	10s. to 0 14 0
A payment on a Member's death of	50 0 0
On the decease of a Member's wife, a payment of	25 0 0

In addition, out of the Benevolent or Casual Fund, Law Clerks, whether Members or not, and their Families, are entitled to relief.

FREEMASONS' TAVERN, May 22, 1868. HARRY G. ROGERS, *Secretary.*

Surrey, between Dorking and Leatherhead, 25 miles from London.—The Effingham-hill Estate, a very important and desirable freehold residential property, with a commodious family residence, seated in a finely timbered park, an elegant villa, and compact domain of about 900 acres, lying in a ring fence, with valuable Manorial Rights.

MR. JAMES BEAL has received instructions to SELL by AUCTION, at the AUCTION MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 6, at ONE o'clock precisely (unless previously disposed of), a very choice FREEHOLD RESIDENTIAL ESTATE (small part copyhold and leasehold), distinguished as Effingham-hill, situate between Dorking and Leatherhead, on the road to Guildford, and comprising an excellent family mansion, seated in a finely timbered park, with lawns, shrubberies, pleasure grounds, well-stocked gardens, orangery, conservatory, vineries, gardener's cottage, and two lodges; also an elegant villa residence, known as Hill-lodge, a miniature mansion, with excellent homestead, and nearly 900 acres of well-cultivated land, inclusive of woodlands and plantations, lying in a ring fence. The mansion is conveniently arranged, and stands upon an eminence on deep, dry gravel soil. It is approached by two carriage drives through avenues, and contains spacious entrance-hall, billiard room, two drawing rooms, library, dining room, gentleman's room, eight best bed chambers, two dressing rooms, six secondary and servants' bed rooms, and complete domestic offices. The stabling consists of two three-stall stables, two loose boxes, coach-house for seven carriages, lofts, harness-room and men's-rooms, and the outbuildings are ample. The pleasure grounds are very tastefully laid out, and there are spacious lawns and well-matured shrubberies, well-stocked kitchen garden, glass-houses, and detached laundry and wash-house. The mansion is let, furnished, for an unexpired term of four years. The farm tenancy expires Michaelmas, 1870. From portions of the estate extensive and varied scenery is presented, and the locality, proverbially healthy and picturesque, abounds with beautiful walks and drives in every direction. The villa called Hill-lodge is adapted for a gentleman's residence on a moderate scale, and seated in a small park. It contains dining, drawing, and breakfast rooms, 10 bed and dressing rooms, good offices; kitchen garden, orchard, and excellent homestead, with every requisite agricultural building. This property is easy of access to or from the metropolis by South-Western and South-Eastern Railways, and further facilities will shortly be afforded.

Detailed particulars, with plans and views, are now ready, and may be obtained from

Messrs. LAKE, KENDALL, & LAKE, Solicitors, 10, New-square, Lincoln's-inn, W.C.;

and of the Auctioneer, 209, Piccadilly, London, W.

Surrey, near Leatherhead.—The Indian Farm, Effingham.—Freehold Investment; 136 acres, with Residence and Homestead.

MR. JAMES BEAL will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 6, at ONE, a valuable FREEHOLD PROPERTY, known as India Farm, and comprising about 136 acres of arable, meadow, and wood lands, with neat residence and homestead, now occupied by Mr. James Johnson, as a yearly tenant, at £100 per annum.

May be viewed by permission of the tenant; and particulars can be had of

Messrs. LAKE, KENDALL, & LAKE, Solicitors, 10, New-square, Lincoln's-inn, W.C.;

and of the Auctioneer, 209, Piccadilly, W.

Surrey.—Effingham, near Leatherhead.—Freehold Cottage Properties, Gardens, Paddocks, Brickyard, and Buildings.

MR. JAMES BEAL will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 6, at ONE, in Lots, several COTTAGES, with gardens and paddocks, a brickyard and cottage, situate in the parish of Effingham, and let to respectable tenants, at rents amounting to nearly £100 per annum.

Particulars of

Messrs. LAKE, KENDALL, & LAKE, Solicitors, 10, New-square, Lincoln's-inn, W.C.;

and of the Auctioneer, 209, Piccadilly, W.

The Standen Hussey Estate, Wilts and Berks, two miles from Hungerford Station and town, whence London can be reached in little more than two hours; one hour's distance from Devizes, 27 miles from Reading, and ten from Malborough, comprising a comfortable and commodious Mansion-house, standing in a small park, with all necessary outbuildings and offices, and possessing accommodation for a family of the first respectability. A capital farm adjoining, called Standen Farm, and a field called Postern Field, the whole lying in a ring fence, and containing about 532 acres, of which more than 100 acres are excellent water meadows, and the remainder productive arable, pasture, and wood land, with suitable Farm Homestead. Also the Freehold Tithe Rent-charge arising out of part of the above land, commuted at £41 6s. 7d. per annum, the whole being of the net annual value, clear of all deductions and outgoings of £842.

MESSRS. DRIVER & Co. are instructed by the Proprietor to SELL by AUCTION, in One Lot, at the MART, Tokenhouse-yard, Lothbury, on FRIDAY, MAY 31, at TWO o'clock precisely (unless an acceptable offer be previously made), the above valuable FREEHOLD PROPERTY, which is well adapted as a residence and occupation for a country gentleman, desiring his own moderately-sized and compact estate. It is well-stocked with game, and is in the immediate vicinity of the Craven and Tedworth hounds. Brick earth of good quality and chalk in abundance may be raised on the property. The house may be viewed on application, and the land on application to Mr. William Godwin, at Standen Farm.

Printed particulars may be had at the Mart; the Ailesbury Arms, Malborough; the Bear Inn, Devizes; the Bear Inn, Hungerford; the Great Western Hotel, Reading;

of Messrs. FRERE, CHOLMLEY, & FORSTER, Solicitors, 28, Lincoln's-inn fields, London; of

H. ASTLEY, Esq., Solicitor, Hungerford;

and of Messrs. DRIVER & Co, surveyors, land agents, and auctioneers, No. 4, Whitehall, London, S.W.

The Woodbines, Kingston-on-Thames, Surrey.—An exceedingly comfortable, commodious, and gentlemanly Residence, known as The Woodbines, charmingly situate on the Queen's-road, fronting the river Thames, and overlooking Hampton Court-park, with all necessary stabling and coach-house premises, domestic and other offices, beautifully timbered, park-like paddocks, lawns, and pleasure grounds, comprising together upwards of 15 acres. This property is now in the occupation of Mrs. Christy, but possession will be given at Michaelmas next. The whole is freehold and free from land-tax. This land is exceedingly available for building purposes, for which it is specially adapted, being well surrounded by excellent roads, and combining residential value with every requisite feature of an attractive building estate.

MESSRS. DRIVER & Co. have received instructions to SELL by AUCTION, at the MART, Tokenhouse-yard, on FRIDAY, MAY the 31st, at TWO o'clock precisely, in One Lot, (unless previously disposed of by private contract), the above exceedingly valuable FREEHOLD ESTATE, known as Woodbines, comprising a substantial, brick-built, and gentlemanly residence, containing dining room 27ft. 3in. by 20ft. 6in., lofty and elegant drawing room 28ft. 3in. by 18ft. 3in., library 21ft. 6in. by 16ft., breakfast room, spacious hall, and inner hall, all requisite domestic offices, two stables, double coach-house, and convenient outbuildings, well dressed lawns and pleasure ground, park-like paddocks adorned with stately timber of a most ornamental character, embracing an area of upwards of 15 acres. The estate is situate about 10 minutes' walk from the new Kingston and Surbiton station, thence about half-an-hour's ride from the city and west-end. The beautiful and attractive character of situation, gravelly subsoil, abundant supply of water, and extensive frontages, combined with other features render it immediately available as a valuable building estate. To be viewed by cards only, to be had of Messrs. Driver & Co.

Particulars may be had of

Messrs. JEMMETT & RASTRICK, Solicitors, Kingston-on-Thames; at the Mart; and of Messrs. DRIVER & Co., Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London, S.W.

Borough of Lyme Regis.—Freehold Properties, producing a rental of about £1,040 per annum, situate at the well-frequented watering-places of Lyme Regis and Charmouth, both in the county of Dorset, and each having a magnificent bay. Lyme Regis is six miles from Axminster and nine from Chard, on the South-Western Railway, and 10 from Bridport, on the Great Western Railway. Charmouth is about three miles from Lyme Regis, six from Axminster, and about six from Bridport. The Lyme Regis property comprises Poulett-house and grounds, a most comfortable and gentlemanly marine residence, with pleasure grounds, gardens, paddock, coach-house, stabling, and other offices, with 27 dwelling houses and shops, the cattle-yard, mason's-yard, boat builder's-yard, ship building-yard, walled kitchen gardens, and beach, situate in Broad-street, Sherbourne-lane, Pound-street, Stile lane, New or Cobb road, the Cobb, and on the Marine-parade, together with several valuable enclosures and plots of grass land, now let for accomodation purposes, but exceedingly available for building, as they front the Sidmouth and Up Lyme and other high roads, and command magnificent views of the bay, the whole containing about 33 acres, and let at very moderate rents, producing together about £760 per annum. The Charmouth property comprises Lilly-farm and other valuable enclosures of land, for the most part grass, together with five dwelling-houses, blacksmith's shop, cement factory, the flag-staff, look-out-house, and powder magazine, with a considerable quantity of beach and cliff land, the whole containing about 140 acres, let at very moderate rents, producing together about £380 per annum; together with the manor of Langmore or Charmouth, with its rights, members, and appurtenances, among which are valuable beds of cement and lime stone, brick earth, mandick, and other minerals. This land is also available in part for building purposes. The above desirable freehold properties, independent of their value as an investment, give a considerable amount of influence. Charmouth is within the Parliamentary borough of Lyme Regis.

MESSRS. DRIVER & Co. have been instructed to offer the above valuable and desirable PROPERTY for SALE by AUCTION, at the Mart, Tokenhouse-yard, Lothbury, on FRIDAY, JUNE 21st (instead of Friday, May 31st, as previously advertised), at TWO precisely, in One Lot (unless the same is previously disposed of by private contract).

Printed particulars and plans may shortly be had at the Cups and Royal Hotels, Lyme; the Coach and Horses and George Inns, Charmouth. In the meantime further information may be obtained of

Messrs. BIRCHAM, DALRYMPLE, DRAKE, & BIRCHAM, 4, Parliament-street, London, S.W.;

of ROBERT HILLMAN, Esq., Solicitor, The Grove, Lyme Regis;

Messrs. CLUTTON, Land Agents and Surveyors, 9, Whitehall-place, London, S.W.;

and of Messrs. DRIVER & Co., surveyors, land agents, and auctioneers, 4, Whitehall, London, S.W.

THE GENERAL LAND DRAINAGE and IMPROVEMENT COMPANY.

Works of Drainage of any extent, Irrigation, Enclosing, Wood Grubbing, Roadmaking, Farm Houses, Farm Buildings, and Labourers' Cottages, are executed on all descriptions of property, whether freehold, entailed, mortgaged, trust, ecclesiastical, corporate, or collegiate, or lands granted for the purpose to landowners who desire to execute the works by their own agents and with their own plans.

The whole of the outlay in the works, with all official expenses, may be charged on the estate for a term of years to be fixed by the landowners, to meet the circumstances of tenants.

No investigation of title being required, no legal expenses are incurred.

Applications to be made to Mr. Horace Broke, the Secretary, at the offices of the Company, 22, Whitehall-place, London, S.W.